

1 BLANCA A. BAÑUELOS, # 231585  
 2 ESMERALDA ZENDEJAS, # 258809  
 3 CALIFORNIA RURAL LEGAL ASSISTANCE, INC.  
 4 20 N. Sutter Street, Suite 203  
 5 Stockton, CA 95202  
 6 Telephone: (209) 946-0609  
 7 Facsimile: (209) 946-5730

8 MICHAEL L. MEUTER, # 161554  
 9 CALIFORNIA RURAL LEGAL ASSISTANCE, INC.  
 10 3 Williams Road  
 11 Salinas, CA 93905  
 12 Telephone: (831) 757-5221  
 13 Facsimile: (831) 757-6212

14 Attorneys for Plaintiffs

15 **IN THE UNITED STATES DISTRICT COURT**  
 16 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

17 MOISES MERCADO, et al.

18 Plaintiffs,

19 v.

20 SANDOVAL INC., et al.

21 Defendants.

22 CASE NO. 2:08-CV-02648-GEB-EFB

23 **STIPULATED PROTECTIVE ORDER**

24 Subject to the approval of this Court, the parties hereby stipulate to the following protective order:

25 1. **Purpose of Order** - This Order is entered solely for the purpose of facilitating the  
 26 exchange of documents and information between the parties to this action without involving the  
 27 Court unnecessarily in the process. This Order shall not be deemed to prejudice the parties in any  
 28 way in any future application for modification of this Order. Nothing in this Order shall be  
 interpreted to predetermine any issue or constitute a waiver of any position concerning whether any  
 item is discoverable.

2. **Definition of “Confidential Information”** - In connection with discovery  
 proceedings in this action, the parties may designate any document, thing, material, testimony or  
 other information derived therefrom, as “Confidential” under the terms of this Stipulated Protective  
 Order (hereinafter “Order”). Confidential information is information which has not been made

1 public and is defined as proprietary, trade secret or confidential customer, commercial, or financial  
2 information about the parties' business and finances, including social security information of third  
3 party employees, names of third party employees and pay information of third party employees.

4 By designating a document, thing material, testimony or other information derived therefrom  
5 as "confidential," under the terms of this Order, the party making the designation is certifying to the  
6 court that there is a good faith basis both in law and in fact for the designation within the meaning  
7 of Fed. Rule of Civ. Proc. 26(g).

8 **3. Designation of Confidential Information** - Confidential documents shall be so  
9 designated being stamped "CONFIDENTIAL." Stamping "CONFIDENTIAL" on the cover of any  
10 multi-page documents shall designate all pages of the document as confidential, unless otherwise  
11 indicated by the producing party.

12 **4. Designation of Deposition Testimony** - Testimony taken at a deposition, conference,  
13 ~~hearing or trial~~ or other out of court proceeding may be designated confidential by making a  
14 statement to that effect on the record at the deposition or other proceeding. Arrangements shall be  
15 made with the court reporter taking and transcribing such proceeding to separately bind such  
16 portions of the transcript containing information designated as confidential, and to label such  
17 portions appropriately.

18 **5. Use of Confidential Information** - Material designated as confidential under this  
19 Order, the information contained therein, and any summaries, copies, abstracts, or other documents  
20 derived in whole or in part from material designated as confidential (hereinafter "Confidential  
21 Material") shall be used only for the purposes of prosecution, defense, or settlement of this action,  
22 and for no other purpose.

23 Nothing herein shall impose any restrictions on the use or disclosure by a party of material  
24 obtained by such party independent of discovery in this action, whether or not such material is also  
25 obtained through discovery in this action, or from disclosing its own Confidential Material as it  
26 deems appropriate.

27 **6. Persons to Whom Confidential Information May be Disclosed** - Confidential  
28 Material may be disclosed or made available on to the Court, to counsel for a party (including staff

1 employed by such counsel) and to “qualified persons” designated below:

- 2 a. A party, or an officer, director or employee of a party deemed necessary by
- 3 counsel to aid in the prosecution, defense or settlement of this action;
- 4 b. Experts, consultants and advisors (together with their staff) retained by such
- 5 counsel to assist in the prosecution, defense or settlement of this action;
- 6 c. Court reporter(s) employed in this action;
- 7 d. A witness at any deposition or other proceeding in this action; and
- 8 e. Any other person as to whom the parties in writing agree.

9 Prior to receiving Confidential Material, each “qualified person” shall be provided with a  
10 copy of this Order and shall execute a non-disclosure agreement in the form of Attachment A, a copy  
11 of which shall be provided forthwith to counsel for each other party and for the parties.

12 **7. Filing Confidential Material With The Court** - ~~Any Confidential Material,~~  
13 ~~including any portion of~~ If a deposition transcript party wishes to submit a document to the Court  
14 which has been designated as Confidential, ~~if filed with the Court, will be clearly labeled~~  
15 ~~“Confidential - Subject to Court Order” and filed under seal until further order of this Court.~~ or  
16 which contains Confidential information, the submitting party shall move to file such document  
17 under seal in accordance with the pre-filing procedures set forth in Local Rules 39-140 and 39-141.  
18 No documents shall be sealed without an order of the Court.

19 **8. Admissibility in Court Proceedings** - In the event that any Confidential Material  
20 is used in any court proceeding in this action, it shall not lose its confidential status through such  
21 use, and the party using such material shall take all reasonable steps to maintain its confidentiality  
22 during such use. Parties shall provide advance notice if any Confidential Material is to be admitted  
23 in any court proceeding.

24 Nothing contained herein will be construed in any way to affect or to establish the  
25 admissibility at trial or other court proceeding of any information covered by this Order.

26 Nothing in this Order shall be construed as a waiver by the parties of any claim, affirmative  
27 defense or argument relating to the scope of individual or workforce-wide relief.

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1           9.     **Question Whether Information is Confidential** - This Order shall be without  
2 prejudice to the right of the parties:

3           a.     To bring before the Court at any time the question of whether any particular  
4 document or information is confidential or whether its use should be  
5 restricted; or

6           b.     To present a motion to the Court under Fed. Rule of Civ. Proc. 26(c) for a  
7 separate protective order as to any particular document or information,  
8 including restrictions differing from those as specified herein.

9           The Parties agree to meet and confer over disputes about whether or not information is  
10 Confidential before making such a motion to the Court.

11          10.     **Return of Confidential Material or Information** - At the conclusion of this action,  
12 all documents and transcripts designated as Confidential, and all copies thereof, will be returned  
13 upon request to the person who made the designation.

14          11.     **Enforcement** - The Court shall retain jurisdiction to resolve any dispute concerning  
15 the use of Confidential Material and may enforce the terms of this Order in any manner authorized  
16 by law. Nothing in this Order shall abridge the right of any person to seek judicial review or to  
17 pursue other appropriate judicial action with respect to any ruling made concerning the issue of the  
18 status of "Confidential" information.

19  
20 Dated: September 11, 2009

**CALIFORNIA RURAL LEGAL ASSISTANCE,  
INC.**

21  
22                 /s/  
23                 \_\_\_\_\_  
Blanca A. Bañuelos  
Attorney for Plaintiffs

24 Dated: September 10, 2009

**BARSAMIAN & MOODY**

25  
26                 /s/  
27                 \_\_\_\_\_  
Ronald H. Barsamian  
Patrick S. Moody  
Stacy Lucas  
Attorneys for Marchini Defendants

1 Dated: September 10, 2009

**SAQUI LAW GROUP**

2  
3 /s/  
4 Michael C. Saqui  
5 Andrew H. Lee  
6 Attorney for Sandoval Defendants

7 APPROVED AS MODIFIED AND SO ORDERED:

8 Dated: October 9, 2009.

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11 EDMUND F. BRENNAN  
12 UNITED STATES MAGISTRATE JUDGE