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12 Attorneys for Defendant  
 UNION PACIFIC RAILROAD COMPANY

13 IN THE UNITED STATES DISTRICT COURT  
 14 EASTERN DISTRICT OF CALIFORNIA  
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 17 JEREMY GILMORE AND DANA  
 GILMORE,

No. 2:09 CV 2180 JAM DAD

18 Plaintiffs,

19 v.

Judge: Honorable Dale A. Drozd

20 UNION PACIFIC RAILROAD  
 21 COMPANY, DENNIS MAGURES,  
 JOHN PARKER, CAROLYN M.  
 22 WILL, ANDREW RIBBING and  
 LEO MARIN and DOES 1 through  
 23 10, inclusive,

24 Defendants.

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 27 **STIPULATION FOR A PROTECTIVE ORDER AND ORDER THEREON**  
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1 IT IS HEREBY STIPULATED TO BY AND BETWEEN COUNSEL FOR THE  
2 PLAINTIFFS JEREMY AND DANA GILMORE AND THE DEFENDANT UNION PACIFIC  
3 RAILROAD COMPANY AS FOLLOWS;

4 Plaintiff has requested the production of documents and/or testimony at deposition which  
5 may contain confidential or sensitive information pertaining to the privacy of non-litigant third  
6 parties who are now or may have been in the past employees of Union Pacific Railroad  
7 Company. The parties agree that the court may enter a protective order as set forth below in  
8 order to protect against the disclosure and use of such documents, information and/or testimony  
9 other than for purposes of discovery or at trial. Accordingly, the parties agree to the following:

10 1. Information pertaining to third-party non-litigants which Union Pacific claims is  
11 private, such as injury records, personnel files and/or wage/salary information pertaining to an  
12 individual whose name appears on the documents and which is disclosed and/or produced by the  
13 defendant Union Pacific Railroad Company during any aspect or phase of discovery, including  
14 without limitation, answers to interrogatories and/or production of documents, during  
15 depositions or otherwise, and any summary, charts or notes made therefrom which also identifies  
16 any third party person, shall be ~~for the purposes of this litigation only~~ considered confidential  
17 information (hereinafter referred to as “Confidential Material”) and disclosure shall be restricted  
18 solely to the following persons and/or entities:

19 (a) The plaintiffs Jeremy and Dana Gilmore;

20 (b) Attorneys, clerical personnel and/or paralegals employed by the firm of Larry  
21 Lockshin, Esq., A Law Corporation and/or counsel for Union Pacific Railroad Company;

22 (c) Independent experts not regularly employed by or associated with plaintiffs and their  
23 counsel, or with Defendant and its counsel, insofar as the attorneys who obtain confidential  
24 information deem it necessary to consult with such experts for discovery, preparation of the case,  
25 for trial or preparation of the case during trial but only in those incidences where an independent  
26 expert has a bonafide need for the confidential information in order to perform his/her duties.

27 2. Copies of Confidential Material shall will be designated “Confidential”; however,  
28 those third party records produced by Richard Nadeau during his deposition taken in this case

1 shall likewise be covered by this stipulation and order and shall be considered Confidential  
2 Material.

3           3. All Confidential Material shall be maintained in strictest confidence by the  
4 individuals identified in section 1, subparagraphs a-c above. No person authorized hereunder  
5 to view copies of Confidential Material, or to make notes therefrom, may disclose any portion  
6 of the subject matter or contents of either to any person not authorized hereunder.

7           4. The Confidential Material, copies of any portion of the Confidential Material,  
8 and all notes arising from examination of the Confidential Material, shall be used only in  
9 connection with the instant case, and shall not be used in connection with any other lawsuit or  
10 for any other purpose whatsoever, unless such Confidential Material is independently discovered  
11 in another proceeding. Within 180 days following conclusion of this action, including appeals,  
12 if any, Plaintiffs and their counsel shall destroy all Confidential Material and provide notice to  
13 Defendant's attorneys of record.

14           5. The parties may not file in the public record in this action any Confidential  
15 Material. If Plaintiff desires to file redacted versions of any Confidential Material, he must first  
16 get the agreement of Union Pacific's counsel, since redaction alone may not be sufficient to  
17 protect the privacy of third parties. If the parties cannot agree that redaction is sufficient to  
18 protect the privacy of a third party, the party wishing to file the document must do so under seal.  
19 A party that seeks to file under seal any Confidential Material, must comply with Local Rule  
20 140.

21           6. The parties understand that Plaintiffs and their attorney do not agree that all of the  
22 documents made the subject matter of this agreement are necessarily or in fact private or in need  
23 of this protective order but that Plaintiffs have agreed to the demand of Union Pacific for the  
24 protective order set forth herein to expedite discovery and avoid the necessity of a hearing before  
25 this court.

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1           7.       It is further agreed and stipulated that Union Pacific shall produce on or before  
2 December 17, 2010 the names and last known contact information that was withheld from  
3 Defendant's responses to Plaintiff Jeremy Gilmore's Special Interrogatories, Set Two.

4 IT IS SO STIPULATED.

5 DATED: December 7, 2010

LARRY LOCKSHIN, ESQ.  
A Law Corporation

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8                   By: Larry Lockshin  
                      LARRY LOCKSHIN  
                      Attorneys for Plaintiff  
                      JEREMY AND DANA GILMORE

11 DATED: December 7, 2010

RANDOLPH, CREGGER & CHALFANT, LLP

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15                   By: Stephanie Quinn  
                      STEPHANIE QUINN  
                      Attorney for Defendant  
                      Union Pacific Railroad Company

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19                                   **ORDER FOR PROTECTIVE ORDER**

20           For good cause appearing, the Court enters the above stipulated protective order as an  
21 order of the Court.

22 DATED: December 7, 2010.

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DALE A. DROZD  
UNITED STATES MAGISTRATE JUDGE

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