

1 LOUIS A. LEONE, ESQ. (SBN: 099874)  
2 KATHLEEN DARMAGNAC, ESQ. (SBN: 150843)  
3 BRIAN A. DUUS, ESQ (SBN: 263403)

4 **STUBBS & LEONE**  
5 A Professional Corporation  
6 2175 N. California Blvd., Suite 900  
7 Walnut Creek, CA 94596  
8 Telephone: (925) 974-8600  
9 Facsimile: (925) 974-8601

10 Attorneys for Defendants

11 IN THE UNITED STATES DISTRICT COURT  
12 FOR THE EASTERN DISTRICT OF CALIFORNIA

13 JERALD CLINTON (J.C.) EAGLESMITH,  
14 RAMONA EAGLESMITH, EILEEN COX,  
15 and BRUCE BARNES

16 Plaintiffs,

17 vs.

18 JEFF RAY, as an individual, SUE  
19 SEGURA, as an individual, and BOARD  
20 OF TRUSTEES OF PLUMAS COUNTY  
21 OFFICE OF EDUCATION/PLUMAS  
22 COUNTY UNIFIED SCHOOL DISTRICT

23 Defendants.

**Case No.: 2:11-CV-00098-JAM-JFM**

**STIPULATION FOR PROTECTIVE  
ORDER; ORDER**

24 IT IS STIPULATED by the parties that the Court may enter the following  
25 protective order:

26 IT IS ORDERED that:

27 1. “Supplying Party” as used herein, means a party or non-party that  
28 designates information, testimony or items that it produces in documents or in  
responses to discovery, as “Confidential”.

2. “CONFIDENTIAL information,” as used herein, means any type or  
classification of information (regardless of how generated, stored or maintained) or  
tangible things that qualify for protection under standards governing any person’s rights  
to privacy under the U.S. Constitution, federal law, California Constitution, Article I,

1 Section 1, California state law, and applicable case law, or standards governing the  
2 disclosure of personnel records.

3 3. With respect to CONFIDENTIAL information, "qualified persons"  
4 means (i) all counsel of record engaged in the preparation for trial of this proceeding for  
5 the parties, which term includes partners, associate attorneys, of counsel, paralegals  
6 and stenographic and clerical employees assisting such counsel, (ii) experts or  
7 consultants who are assisting counsel in the preparation of this proceeding for trial, or  
8 analyzing the facts of this matter, (iii) the parties themselves, or in the case where the  
9 parties are public entities, governing boards, employees and council members of the  
10 parties who are, in the opinion of counsel of record for the public entities, necessary to  
11 assist counsel directly in the preparation of this case, and (iv) the Court and the Court  
12 personnel.

13 4. Any CONFIDENTIAL information supplied in written or  
14 documentary form shall be labeled by the supplying party (or in the case of records  
15 produced by third parties, any party) "CONFIDENTIAL." When CONFIDENTIAL  
16 information is contained or is incorporated in a deposition transcript, arrangements shall  
17 be made with the reporter to bind the CONFIDENTIAL portions of the transcript  
18 separately and label it CONFIDENTIAL.

19 5. Prior to trial, any information designated CONFIDENTIAL  
20 information shall be made available only to qualified persons who shall have read this  
21 Order and who shall agree to be bound by the terms thereof and who shall agree to  
22 maintain said information in confidence and not to use or reveal the same to anyone  
23 other than a qualified person and not to use the same except in connection with the trial  
24 or preparation for trial of this proceeding, provided that nothing shall prevent disclosure  
25 beyond the terms of this Order if the supplying party claiming confidentiality consents in  
26 writing to such disclosure, or the Court so orders. CONFIDENTIAL information shall be  
27 used only for purposes of preparing for and trying this action and for no other purpose.  
28

1           6. All documents or testimony containing CONFIDENTIAL information  
2 shall be marked "Confidential".

3           7. All documents or testimony containing CONFIDENTIAL information  
4 and notes or other records regarding the contents thereof shall be maintained in the  
5 custody of counsel of record for the parties, and no partial or complete copies thereof  
6 shall be retained by anyone else.

7           8. All documents or testimony containing CONFIDENTIAL information  
8 which are filed in the action shall be not be filed with the Court maintaining jurisdiction in  
9 this action, United States District Court for the Eastern District of California, unless and  
10 until the party seeking to file the CONFIDENTIAL records seeks and obtains an order  
11 sealing those records in accordance with Local Rule 141. If the Court issues an order  
12 sealing the records, the party filing CONFIDENTIAL records under seal shall follow all of  
13 the procedures outlined in Local Rule 141, for the filing and/or lodging of such sealed  
14 and/or redacted records and the return of the same. If the Court determines the records  
15 must be filed publicly, the parties will follow the Court's order.

16           9. Upon final termination of this action, the parties shall assemble and  
17 return to each supplying person all documentary material or memoranda embodying  
18 information designated "CONFIDENTIAL", except that any such documents or copies  
19 on which any notes or other attorney's work product has been placed by counsel for the  
20 receiving party may be destroyed rather than returned.

21           10. Upon notice to the supplying party of the intention of counsel for  
22 another party to disclose information subject to any part of this Order on the public  
23 record, the supplying party shall within ten (10) days after receiving such notice state  
24 whether it objects. In the event that objection is made, counsel for the party desiring to  
25 make disclosure or reclassification and the supplying party shall make a good faith effort  
26 to resolve the matter. Failing such resolution, the party objecting to disclosure or  
27 reclassification shall make a motion to sustain the objection on normal notice. Said  
28 notice shall be filed within twenty (20) days after receipt of the notice of intention to

1 reclassify or disclose as described above. The information in controversy shall not be  
2 disclosed or reclassified prior to trial until the Court enters its order on said motion.  
3 Nothing in this Order shall be construed to deprive the public or the parties of a public  
4 trial, or access to records governed by the Public Records Act, (Gov't Code §§ 6250 -  
5 6276.48) or the Freedom of Information Act.

6 11. As used herein, the term "information" includes documents of every  
7 kind and all extracts therefrom and summaries thereof.

8 12. Challenging Confidentiality Designations:

9 (a) *Timing of Challenges.* Unless a prompt challenge to a supplying  
10 party's confidentiality designation is necessary to avoid foreseeable substantial  
11 unfairness, unnecessary economic burdens, or a later significant disruption or delay of  
12 the litigation, a party does not waive its right to challenge a confidentiality designation by  
13 electing not to mount a challenge promptly after the original designation is disclosed.

14 (b) *Meet and Confer.* A party that elects to initiate a challenge to a  
15 supplying party's confidentiality designation must do so in good faith and must begin the  
16 process by conferring directly (in voice to voice dialogue; other forms of communication  
17 are not sufficient) with counsel for the supplying party. In conferring, the challenging  
18 party must explain the basis for its belief that the confidentiality designation was not  
19 proper and must give the supplying party an opportunity to review the designated  
20 material, to reconsider the circumstances, and, if no change in designation is offered, to  
21 explain the basis for the chosen designation. A challenging party may proceed to the  
22 next stage of the challenge process only if it has engaged in this meet and confer  
23 process first.

24 (c) *Judicial Intervention.* A party that elects to press a challenge to a  
25 confidentiality designation after considering the justification offered by the supplying  
26 party may file and serve a motion that identifies the challenged material and sets forth in  
27 detail the basis for the challenge. Each such motion must be accompanied by a  
28 competent declaration that affirms that the moving party has complied with the meet

1 and confer requirements imposed in the preceding paragraph and that sets forth with  
2 specificity the justification for the confidentiality designation that was given by the  
3 supplying party in the meet and confer dialogue. Each such motion must also comply  
4 with Local Rule 251. The burden of persuasion in any such challenge proceeding shall  
5 be on the supplying party. Until the court rules on the challenge, all parties shall  
6 continue to afford the material in question the level of protection to which it is entitled  
7 under the supplying party's designation.

8  
9 Dated: July 27, 2011

**STUBBS & LEONE**

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11 \_\_\_\_\_  
12 LOUIS A. LEONE, ESQ.  
13 KATHLEEN L. DARMAGNAC, ESQ.  
14 BRIAN A. DUUS, ESQ.  
Attorneys for Defendants

15 Dated: July\_\_\_\_, 2011

SIEGEL & YEE

16  
17 By \_\_\_\_\_  
18 PETER HABERFELD  
19 Attorneys for Plaintiffs

20  
21 **ORDER**

22 IT IS SO ORDERED that the foregoing Protective Order is hereby made  
23 the express order of the Court.

24 Dated: July 28, 2011

25 /s/ John A. Mendez  
26 U.S. DISTRICT COURT JUDGE