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9 UNITED STATES DISTRICT COURT
10 EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO

11
12 SONIKA J.E. TINKER
13 PLAINTIFF,

14 vs.

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16 AURORA LOAN SERVICES, LLC, AND
17 DOES 1 TO 20, INCLUSIVE,
18
19 DEFENDANTS

Case: 2:11-cv-00642-KJM-EFB

**AMENDED STIPULATION AND
[PROPOSED] ORDER FOR PROTECTIVE
ORDER AND/OR CONFIDENTIALITY
AGREEMENT**

Judge: Kimberly J. Mueller
Fifth Amended Complaint: January 17, 2014
Trial Date: October 5, 2015

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22 **COMES NOW**, Plaintiff, SONIKA J.E. TINKER, (hereinafter referred to as
23 PLAINTIFF) and through its undersigned counsel, and Defendant, AURORA LOAN
24 SERVICES, LLC, (hereinafter referred to as DEFENDANT), by and through their attorneys' and
25 hereby submits this Stipulation and Order for Protective Order.
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27 It is hereby stipulated by and between Plaintiff, Sonika J.E. Tinker, and Defendant,
28 Aurora Loan Services, LLC, as follows:

BAYUK & ASSOCIATES, INC.
Attorneys At Law
5170 Golden Foothill Parkway
El Dorado Hills CA 95762

1) The parties agree and confirm that certain material might be considered proprietary and/or trade secret, so that disclosure or publication outside the instant litigation might be harmful.

2) Any party in good faith may designate as “Confidential Material” any discovery material produced in this case, to the extent such discovery material contains or reflects trade secrets or other confidential research, development, financial, commercial or business information, business plans, sales and marketing information, or other currently valuable sensitive business information and/or proprietary material. Any discovery material that reflects or contains information of a personal or private nature to an individual can be produced in redacted form so as to eliminate the personal and private information. Documents that may be deemed in good faith “Confidential Material” may include written documents, electronic data, photographs or videotapes, testimony (including transcripts of such testimony) as well as any additional information, in any form whatever obtained by either party from the other during the course of the Proceedings. In producing documents designated as Confidential Material, the producing party may mark the face of the document to indicate its confidential nature and production pursuant to this order. The document can be replaced by an unmarked copy, if appropriate, for use at trial.

3. If the attorneys for either party contest that any document, testimony or information constitutes Confidential Material, the attorneys for the parties will consult in a good faith attempt to come to an agreement as to the document, testimony or information which is claimed to constitute Confidential Material.

4. A party shall not be obligated to challenge the confidential nature of the Confidential Material at the time it is produced, and a failure to do so shall not preclude a subsequent challenge thereto.

5. With respect to any information which the attorneys for the parties cannot agree constitutes Confidential Material, the originating or producing party will have the burden of

1 establishing that such documents, testimony or information constitute Confidential Material,
2 giving the underlying reasons supporting its, his or her contention with regard to the contested
3 matters.

4 6. In the event a party deems it necessary to file Confidential Material with the
5 Court, for either a motion and/or trial in this matter, the parties hereby agree and confirm that
6 they will comply and abide with the provisions and requirements of Local Rule 141 of the
7 Eastern District of California. The parties further agree and confirm any such motion and/or
8 request for relief as required pursuant to Local Rule 141, will be calendared in compliance with
9 Judge Mueller's Standing Civil Order and Scheduling Order issued in this action. The parties
10 further agree and confirm Judge Mueller retains jurisdiction to rule on such a motion and/or
11 request.

12 7. Confidential Material produced or exchanged in the course of the Proceedings
13 shall not be used for any purpose other than the settlement, prosecution or defense of the
14 Proceedings.

15 8. Confidential Material shall not be made available or disclosed by the receiving
16 party to anyone other than the following:

17 (a) the parties, or officers or other current or former employees of the parties
18 in this litigation to whom it is necessary that the material be shown for purposes of the
19 Proceedings;

20 (b) attorneys of record, including any attorney of a law firm designated as
21 attorneys of record; in-house attorneys for any party which attorney is working on the
22 Proceedings; as well as paralegals, secretaries or other employees working with such attorneys,
23 and employees of all such attorneys to whom it is necessary that the material be shown for
24 purposes of the Proceedings;

25 (c) independent (i.e., non-employee) persons retained by a party or its or his
26 attorney solely for the purpose of discovery or assisting in the preparation of the Proceedings,
27 such as independent experts, consultants, copy services, vendors, or other such service providers
28 to counsel for the parties;

1 (d) the Court, including judicial employees and other personnel, such as court
2 reporters;

3 (e) officers or employees of the party producing the Confidential Material; or

4 (f) any other person designated by written agreement between the parties or
5 by subsequent order of the Court after reasonable notice to all parties.

6 All persons within subparagraph (c) to whom Confidential Material is disclosed shall be
7 advised of the terms of this Order, and any such third party shall sign and date a copy of this
8 Order prior to the disclosure of any Confidential Material to them, signifying their agreement to
9 be subject to this Order and the jurisdiction of this Court for enforcement of same, and all such
10 persons are hereby enjoined from disclosing such Confidential Material to any person, except in
11 conformance with this Order.

12 9. Inadvertent production by a party of material which is subject to the attorney-
13 client privilege, the work product doctrine, or other applicable privilege shall not be deemed a
14 waiver of said privilege. Upon written request by the producing party, the party who received
15 said material shall return it and all reproductions thereof within five (5) court days of receipt of
16 such receipt.

17 10. Witnesses at depositions taken in the Proceedings may be shown any Confidential
18 Material without restriction during the course of their depositions and a party's ability to use,
19 exhibit or disclose such Confidential Material at depositions taken in the matter shall not be
20 limited. Such use will not be deemed a waiver of the provisions of this Order and will not
21 constitute a waiver of the confidential status and treatment of the Confidential Material under the
22 terms of this Order. Where Confidential Information is used during a deposition, the designating
23 party may designate the deposition, in whole or in part, and exhibits thereto, as Confidential
24 Material and subject to the terms of this Order.

25 11. Whenever Confidential Material is to be discussed or disclosed in a deposition,
26 the party who produced the Confidential Material may require the exclusion from the room of
27 any person who is not entitled to receive the Confidential Material under this Stipulation &
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1 Order, except the witness, his or her counsel, any party and/or party representative and
2 individuals responsible for creating the stenographic or video record of the deposition.

3 12. Except as otherwise agreed by the parties, this Stipulation & Order shall apply to
4 the treatment, handling and disposition of all Confidential Material previously produced by and
5 between the parties in the Proceedings.

6 13. Nothing shall prevent disclosure beyond the terms of this Order if the party
7 designating the material as Confidential Material consents in writing to such disclosure or if the
8 Court, after notice to all affected parties, orders such disclosure.

9 14. Nothing herein shall be construed as a waiver of the right of any party to object to
10 the admissibility of any evidence where such objection is based on a ground or grounds other
11 than that evidence involves Confidential Material, and nothing herein shall be construed as an
12 agreement that any Confidential Material shall be withheld from or excluded from evidence in
13 the Proceedings.

14 15. Within thirty (30) days after the conclusion of the Proceedings (including all
15 appeals, if any), and without the necessity of any request by a party that produced Confidential
16 Material, the party that received any Confidential Material shall return to the party that produced
17 it, all Confidential Material that was produced by that party and all reproductions thereof,
18 including all Confidential Material and/or reproductions thereof that was provided to any expert,
19 consultant or third party by the receiving party. Insofar as the provisions of this or any other
20 protective order entered in the Proceedings restrict the communication, disclosure and use of the
21 documents and information produced thereunder, such order shall continue to be binding after
22 the conclusion of the Proceedings, except that a party may seek the written permission of the
23 producing party or further order of the Court with respect to dissolution or modification of such
24 protective order.

25 16. This Court shall retain jurisdiction over the parties, their respective attorneys,
26 experts, employees and any other persons receiving protected Confidential Material, for
27 enforcement of the provision of this Order following termination of this litigation.

28 Respectfully submitted:

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IT IS SO STIPULATED

BAYUK & ASSOCIATES, Inc.

Dated: November 20, 2014

By: s/ Christopher W. Bayuk

By: Christopher W. Bayuk, Attorneys for
Plaintiff: Sonika J.E. Tinker

AKERMAN, LLP

Dated: November 20, 2014

By: s/ Ashley Calhoun

By: Ashley Calhoun, Esq.
Justin D. Balsler, Esq., Attorneys for
Defendant: Aurora Loan Services, LLC

The Court having considered the foregoing stipulation between the parties hereby makes
the following Order(s):

IT IS HEREBY ORDERED, that this Stipulation for Confidentiality and/or Protective
Order be filed and entered this date.

Dated: December 10, 2014.


EDMUND F. BRENNAN
UNITED STATES MAGISTRATE JUDGE