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UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF CALIFORNIA

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RICHARD LEON, JR.,
 Plaintiff,

Case No. 2:12-CV-01529-JAM-DAD

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v.

**STIPULATION FOR PROTECTIVE
 ORDER**

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TRI COUNTIES BANK,
 Defendant.

Action Filed: June 7, 2012

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WHEREAS, Plaintiff RICHARD LEON, JR. ("Plaintiff") has produced to Defendant
 17 TRI COUNTIES BANK ("Defendant") certain documents in this matter, identified as Bates
 18 Nos. LEON001448-2470, which contain customer and other financial information,
 19 including customer names, account numbers, account balances, and account collection
 20 data, which constitutes private, confidential, proprietary, and/or trade secret information
 21 ("Confidential Documents");

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WHEREAS Defendant has demanded the return of all such Confidential
 23 Documents, both in their original form as well as all hard or electronic copies that may
 24 have been made and has further demanded that all electronic versions of said documents
 25 which may be saved on Plaintiff's or his legal counsel's computer systems be destroyed;

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WHEREAS Plaintiff has expressed concern that, if the Confidential Documents are
 27 returned and all copies thereof destroyed, Defendant will resist disclosure of the

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STIPULATION FOR PROTECTIVE ORDER

1 information contained in the documents and object to Plaintiff's testimony regarding the
2 information contained in the documents based on the best evidence rule; and

3 In order to resolve these issues, subject to the approval of this Court, Plaintiff and
4 Defendant ("Parties" collectively), through their respective counsel, hereby stipulate to the
5 following protective order:

6 **1. DESTRUCTION OF DOCUMENTS**

7 Plaintiff and his legal counsel agree to destroy the Confidential Documents, both in
8 their original form as well as all hard copies of the documents that have been made.
9 Plaintiff and his legal counsel further agree that all electronic versions or electronic copies
10 of such documents which may be saved on their respective computer systems will be
11 destroyed. Finally, Plaintiff and his legal counsel agree to sign the affidavits attached
12 hereto as Attachment 1 attesting to the destruction of all such Confidential Documents.

13 **2. REDACTION OF DOCUMENTS**

14 Defendant agrees to redact from the Confidential Documents all customer names,
15 addresses, phone numbers, other identifying information, and all but the last 4 digits of
16 customer loan numbers, and produce the redacted documents to Plaintiff's legal counsel
17 pursuant to the terms of this Stipulation for Protective Order.

18 **3. CONFIDENTIAL INFORMATION**

19 This Stipulation for Protective Order will apply to the Confidential Documents, as
20 well as all testimony concerning such documents taken at a deposition, hearing, conference
21 or trial, and any summaries, copies, abstracts or other documents derived in whole or in
22 part from the Confidential Documents (referred to collectively as "Confidential
23 Information"). All documents subject to this Stipulation for Protective Order shall be
24 marked in red with the word "Confidential". Any testimony concerning such documents
25 shall be designated as confidential by making a statement to that effect on the record and
26 arrangements shall be made with the court reporter transcribing the proceeding. The
27 parties certify to the Court that there is a good faith basis both in law and fact for the
28 designation of such documents and information as confidential.

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4. USE OF CONFIDENTIAL INFORMATION

The Confidential Information will be used by Plaintiff only in this action. Plaintiff will not use any Confidential Information for any purpose other than to present his claims in this action, and will not disclose the information to any third party, apart from the procedures provided for herein.

5. PERSONS AUTHORIZED TO TAKE CUSTODY OF CONFIDENTIAL INFORMATION

Only the following persons shall be authorized to view, examine or obtain custody of the Confidential Information, or copies thereof, on condition that, before such viewing, examination, copying or note taking, they agree in writing to be bound by and adhere to the terms of this Stipulated Protective Order by executing a nondisclosure agreement in the form of Attachment 2 hereto:

- A. Plaintiff Richard Leon;
- B. Counsel for Plaintiff who are actively engaged in the conduct of this litigation, and any partner, shareholder, associate, law clerk, paralegal, assistant or secretary assisting said attorneys in this litigation;
- C. Any expert or consultant informally or formally retained for consultation and/or testimony in connection with this case by Plaintiff;
- D. Court officials involved in this litigation (including court reporters and any special master or arbitrator appointed by the Court or stipulated or agreed to by the Parties); and
- E. Any person designated by the Court in the interest of justice, upon such terms as the Court may deem proper.

6. RESPONSIBILITY CONCERNING CONFIDENTIAL INFORMATION

The party to whom Confidential Information is disclosed or produced will be responsible for ensuring that parties and other persons are informed of the terms of this Stipulated Protective Order, but that no one, other than the persons specified in Paragraph 5, *supra*, is to be informed of the substance of any Confidential Information disclosed or

1 produced. Before disclosing Confidential Information to any person, counsel will obtain
2 from that person a written agreement to be bound by the terms of the Stipulated Protective
3 Order.

4 **7. NON-DISCLOSURE**

5 No person authorized to view, examine or copy the Confidential Information, or to
6 make notes therefrom, may disclose any portion of said documents or information to any
7 person and/or entity not authorized hereunder. No reproduction or photocopies are to be
8 viewed, examined or maintained by any person or entities outside of those persons
9 described in paragraph 5, *supra*.

10 **8. DOCUMENTS REVEALED TO THE COURT**

11 Whenever any party wishes to file with the Court, introduce or use at trial, a
12 hearing, or any other proceeding any Confidential Information, that party shall provide 10
13 days' written notice to all parties and to the Court prior to disclosing or filing the
14 Confidential Information. Thereafter, any party may move the Court by application or
15 noticed motion, pursuant to Rules 140 and 141 of the Local Rules of the United States
16 District Court for the Eastern District of California (or other applicable court rule regarding
17 filing documents under seal), to have all filings and disclosures containing Confidential
18 Information filed under seal. If the party moves the Court in this fashion, all such filings
19 and disclosures containing Confidential Information shall be lodged and filed in the
20 manner set forth in Rule 141 (or other applicable court rule regarding filing documents
21 under seal) until the Court makes such rulings and provides instruction to the parties on
22 how to file such Confidential Information thereafter. In the event that any Confidential
23 Information is used in any court proceeding in this action, it shall not lose its confidential
24 status through such use, and the party using such information shall take all reasonable
25 steps to maintain its confidentiality during such use.

26 **9. SURRENDER OF DOCUMENTS AT CONCLUSION OF LAWSUIT**

27 On final disposition of this action, counsel for any party having possession, custody
28 or control of Confidential Information produced in the course of discovery, or otherwise, in

1 this action will promptly destroy all documents and tangible items covered by this Order,
2 including all copies, transcripts, notes, and extracts containing confidential information
3 except those marked as exhibits during trial, which shall be returned to Defendant's
4 counsel.

5 **10. ADMISSIBILITY IN COURT**

6 Nothing in this Stipulated Protective Order affects, in any way, the admissibility of
7 any documents, testimony, or other evidence at trial.

8 **11. VIOLATION OF ORDER**

9 Upon any claimed or alleged violation of this Stipulation for Protective Order or any
10 portion thereof, the non-violating party is entitled to seek appropriate relief, if any,
11 including, but not limited to, the imposition of sanctions.

12 **12. EFFECTIVE DATE**

13 The effective date of this Stipulation for Protective Order shall be the date upon
14 which it is signed by all parties through their attorneys of record.

15 **13. MODIFICATION**

16 This Stipulation for Protective Order may be modified in writing only by signed
17 agreement of the parties.

18 DATED: July 9, 2013

COOK BROWN, LLP

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By: /s/ Carrie E. Bushman
CARRIE E. BUSHMAN
Attorneys for Defendant
TRI COUNTIES BANK

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22 DATED: July 9, 2013

LAW OFFICE OF RICHARD M. ROGERS

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By: /s/ Richard M. Rogers
RICHARD M. ROGERS
Attorneys for Plaintiff
RICHARD LEON, JR.

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APPROVED AND SO ORDERED.

DATED: 7/9/2013

/S/ JOHN A. MENDEZ
UNITED STATES DISTRICT COURT JUDGE