

1 J. EDWARD BROOKS (SBN 247767)  
 2 OGNIAN A. GAVRILOV (SBN 258583)  
 3 CECILIA L. MARTIN (SBN 302248)  
 4 GAVRILOV & BROOKS  
 5 2315 Capitol Avenue  
 6 Sacramento, California 95816  
 7 Telephone: (916) 504-0529  
 8 Facsimile: (916) 473-5870  
 9 Email: [ebrooks@gavrilovlaw.com](mailto:ebrooks@gavrilovlaw.com)  
 10 [cmartin@gavrilovlaw.com](mailto:cmartin@gavrilovlaw.com)

11 Attorneys for Plaintiff  
 12 GLORIA VALERIO

13 JACKSON LEWIS P.C.  
 14 CAROLYN G. BURNETTE (SBN 191294)  
 15 DOUGLAS M. EGBERT (SBN 265062)  
 16 400 Capitol Mall, Suite 1600  
 17 Sacramento, California 95814  
 18 Telephone: (916) 341-0404  
 19 Facsimile: (916) 341-0141  
 20 Email: [burnettec@jacksonlewis.com](mailto:burnettec@jacksonlewis.com)  
 21 [egbertd@jacksonlewis.com](mailto:egbertd@jacksonlewis.com)

22 Attorneys for Defendant  
 23 COMPASS BANK

24  
 25 IN THE UNITED STATES DISTRICT COURT  
 26 FOR THE EASTERN DISTRICT OF CALIFORNIA  
 27 SACRAMENTO DIVISION

28 GLORIA VALERIO,  
 Plaintiff,  
 v.  
 COMPASS BANK; and DOES 1-50,  
 inclusive,  
 Defendants.

Case 2:14-CV-00741-JAM-KJN

**STIPULATION AND PROTECTIVE ORDER**

Complaint Filed: 01.31.14  
 Trial Date: 04.24.17

24 ///  
 25 ///  
 26 ///  
 27 ///  
 28 ///

1           The parties to the above-captioned matter (“Action”) have and will propound discovery  
2 and take depositions throughout this Action. Certain responsive materials have and will contain  
3 private, confidential and/or proprietary information. This information may and/or does include,  
4 but is not limited to, personnel or other consumer records, financial information, banking records,  
5 investment trade records, customer lists, contracts, business protocols, private business and  
6 transactional information, trade secrets, and other information not otherwise available to the  
7 public or between parties (“Protected Information”). To protect the confidentiality of this  
8 information, both parties stipulate as follows and request the Court to issue a protective order  
9 containing the terms specified herein, pursuant to Federal Rule of Civil Procedure 26 and U.S.  
10 District Court, Eastern District of California, Local Rules 141.1 and 143. The parties agree this  
11 stipulation is effective immediately and agree to abide by the terms of this stipulation whether or  
12 not the Court issues the protective order requested herein.

13                           **I.       USE OF CONFIDENTIAL INFORMATION AND MATERIALS**  
14   **IN DISCOVERY**

15       **A.     Designated Material:** During discovery in this Action, whether done by formal or  
16 informal means, any information or materials within the scope of Federal Rules of Civil  
17 Procedure 26 through 27, including but not limited to documents, deposition testimony,  
18 transcripts and exhibits, interrogatory responses, responses to requests for admission, subpoenaed  
19 records and other written, recorded, electronic or graphic materials, may be designated as  
20 confidential, as provided herein, by the person or entity producing, submitting, filing or lodging  
21 it, or by any party to this Action (the “Designator”). A Designator may only designate  
22 information and material confidential when the Designator has a good faith belief that it contains  
23 Protected Information subject to protection under Federal Rule of Civil Procedure 26(c) and U.S.  
24 District Court, Eastern District of California, Local Rule 141.1. Information covered by these  
25 provisions shall be referred to in this stipulation and order (“Stipulation”) as “Designated  
26 Material.” Designated Material shall be used only in connection with the litigation among the  
27 parties. Should privileged material be produced inadvertently as Designated Material, it is agreed  
28 that such production shall not be deemed to be a waiver of any applicable privilege.

1 **B. Access to Designated Material:** Except with the prior written consent of both parties to  
2 this Action or a prior Court order, parties may only disclose or produce copies of Designated  
3 Material to the following persons or entities:

4 (1) parties to this Action and their officers, directors and/or current employees;

5 (2) persons previously employed by Compass Bank as of the date the material at issue  
6 was created, and who had access to the material in the course and scope of their duties;

7 (3) the parties' counsel in this Action, including in-house counsel and such counsel's  
8 legal associates, paralegals, secretaries, office staffs and agents;

9 (4) independent experts or consultants and their staffs who are retained to assist  
10 counsel in this Action, provided such experts or consultants shall, prior to any disclosure, execute  
11 a Certification to be bound by this Stipulation in the form attached hereto as Exhibit A;

12 (5) third parties retained by counsel in this Action for purposes of copying, computer  
13 coding or providing other document processing services;

14 (6) court personnel in this Action, including court reporters and court officers, and  
15 subject to the terms set forth in section II of this Stipulation where applicable;

16 (7) any witness shown the materials during a deposition in this Action;

17 (8) any witness (other than persons described in paragraph I.B.(7)), provided they first  
18 execute a Certification to be bound by this Stipulation in the form attached hereto as Exhibit A;  
19 and;

20 (9) any person who appears as an author, addressee or recipient on the face of the  
21 materials at issue.

22 In addition to the foregoing, Compass Bank may disclose materials it has designated as  
23 confidential (in the manner specified in section I.C below) to its customers, vendors, affiliates,  
24 agents, and persons or entities of any kind as needed for business or legal purposes.

25 **C. Designating Discovery Documents and Materials:**

26 (1) Designated Material disclosed in discovery must be marked "CONFIDENTIAL"  
27 by the Designator. Where a document or response consists of more than one page, the first page  
28 and each page or the portion thereof on which confidential information appears shall be so

1 marked. The Designated Material subject to this Stipulation includes documents previously  
2 marked “CONFIDENTIAL” and produced by Compass Bank, as agreed by counsel for the parties  
3 on October 20, 2016.

4 (2) In the case of materials produced by a non-party, any party may obtain a written  
5 stipulation from all parties, or seek a protective order, to designate such materials confidential and  
6 subject to the terms of this Stipulation.

7 **D. Designating Deposition Transcripts and Exhibits:**

8 (1) Deposition transcripts or portions thereof may be designated as confidential either:

9 (a) at the deposition itself and by request of any party, or

10 (b) by captioned written notice to the reporter, and all counsel of record, given  
11 within 20 calendar days following notice from the reporter that the  
12 transcript is available for review. When such notice is served, all noticed  
13 counsel shall be responsible for marking the copies of the designated  
14 transcript or portion thereof in their possession or control as  
15 “CONFIDENTIAL.” Until the 20 calendar days provided for in this  
16 paragraph expire, the entire deposition transcript shall be treated as if it had  
17 been designated “CONFIDENTIAL.”

18 (2) Any party may mark Designated Material as a deposition exhibit and examine any  
19 witness thereon, provided the exhibit and related transcript pages receive the same confidentiality  
20 designation as the original Designated Material.

21 (3) Where deposition testimony is expected to be designated confidential, the  
22 Designator may exclude from the deposition all persons other than those to whom the Designated  
23 Material may be disclosed under paragraph I.B of this Stipulation.

24 **E. Copies of Designated Material:** Copies of Designated Material may only be made by or  
25 for persons and entities identified in paragraph I.B, provided all copies are appropriately marked  
26 “CONFIDENTIAL.”

27 ///

28 ///



1 motion for protective order is pending; or (3) until the last day allowed for production where no  
2 motion for protective order is filed.

3 **B. Objections:** A party may challenge the propriety of any designation under this  
4 Stipulation within 30 calendar days of the designation. A challenge may be made by serving on  
5 all other parties a captioned notice of objection, which shall identify with particularity the  
6 Designated Material at issue, state the basis for each challenge and propose a new designation for  
7 each item. The parties shall have seven calendar days after service of an objection to meet and  
8 confer and attempt resolution of the challenged designation (“Meet and Confer Period”). The  
9 material at issue shall be deemed re-designated as proposed by the challenging party unless,  
10 within 10 court days after expiration of the Meet and Confer Period, the Designator has filed and  
11 served a motion for a protective order to maintain the original designation, or to establish other  
12 confidentiality protections. Notwithstanding any challenge to the designation of material as  
13 confidential, all documents shall be treated as such and shall be subject to the provisions of this  
14 Stipulation unless and until one of the following occurs:

15 (1) the party or non-party who claims the material is confidential withdraws such  
16 designation in writing; or

17 (2) the party or non-party who claims the material is confidential fails to timely apply  
18 to the Court for an order designating it as such as provided in this paragraph above; or

19 (3) the Court rules the material is not confidential.

20 **C. No Prejudice:**

21 (1) Nothing in this Stipulation shall preclude any party from seeking and obtaining  
22 additional or different protection permitted by law with respect to the confidentiality of any  
23 information or material.

24 (2) This Stipulation shall not diminish any existing obligation or right with respect to  
25 Designated Material.

26 (3) The parties shall make best efforts to assert any claims of confidentiality prior to,  
27 or at the time when, responsive discovery is disclosed. The production of materials by any party

28 ///

1 shall be without prejudice to any claim by the producing party that such material should have  
2 been designated as confidential.

3 (4) A party may assert a claim of confidentiality in writing and with particularity  
4 within a reasonable time after learning of an inadvertent or mistaken disclosure. The materials at  
5 issue shall then be treated as if the claim were made prior to disclosure. If within a reasonable  
6 time after documents are inadvertently or mistakenly disclosed the producing party asserts a claim  
7 that such documents are confidential, the receiving parties shall take prompt steps to ensure all  
8 known copies of the documents are promptly returned to the producing party for designation.  
9 After designation, the producing party shall promptly return copies to each of the receiving  
10 parties. The receiving parties may thereafter contest the claim of confidentiality as set forth  
11 herein.

12 **D. Final Disposition:** Upon final termination of this Action, and at the written request of the  
13 Designator, all Designated Material and all copies thereof shall, within 30 days of such request  
14 be: (1) returned to counsel for the party or non-party that produced the material; or (2) destroyed.  
15 Notwithstanding this paragraph, counsel for the parties may retain pleadings, correspondence,  
16 attorney and consultant work product, and deposition transcripts and exhibits for archival  
17 purposes.

18 **E. Improper Disclosure:**

19 (1) The parties and their counsel are required to use reasonable care and precaution to  
20 protect the confidentiality of material covered by this Stipulation. If Designated Material  
21 submitted in accordance with the terms of this Stipulation is disclosed to any person or entity  
22 other than in the manner authorized by the terms herein, the party and/or person responsible for  
23 the disclosure must immediately bring all pertinent facts relating to such disclosure to the  
24 attention of all uninvolved parties and, without prejudice to any other rights under this  
25 Stipulation, make every effort to prevent further disclosures by the persons or entities to whom  
26 the information was disclosed.

27 ///

28 ///

1 (2) The parties agree that the unauthorized disclosure of Designated Material may  
2 cause irreparable injury to the non-breaching party. Therefore, in the event of any breach or  
3 threatened breach of the provisions herein, the non-breaching party shall be entitled to seek  
4 immediate injunctive relief by way of *ex parte* hearing or as otherwise allowed by law or equity.  
5 The decision by a non-breaching party to seek such injunctive relief will be without prejudice to  
6 any other rights or remedies, legal or equitable, which the non-breaching party might have in the  
7 event of such a breach or threatened breach. A non-breaching party seeking or obtaining relief  
8 under this provision shall not constitute a waiver or release of any other rights or remedies  
9 available to such party.

10 **F. Survival:** The binding effect of this Stipulation shall survive termination of this Action,  
11 and the Court shall retain jurisdiction to enforce the Stipulation.

12 Dated: October 26, 2016

GAVRILOV & BROOKS

13  
14 By: /s/ J. Edward Brooks  
(as authorized on 10/26/16)

J. EDWARD BROOKS  
OGNIAN A. GAVRILOV  
CECILIA L. MARTIN

17 Attorneys for Plaintiff  
18 GLORIA VALERIO

19  
20 Dated: October 26, 2016

JACKSON LEWIS P.C.

21  
22 By: /s/ Douglas M. Egbert

CAROLYN G. BURNETTE  
DOUGLAS M. EGBERT

23 Attorneys for Defendant  
24 COMPASS BANK



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

The terms of this Stipulation and Protective Order are hereby approved and adopted.

**IT IS SO ORDERED.**

Dated: 10/26/2016

/s/ John A. Mendez  
Judge of the United States District Court

1 J. EDWARD BROOKS (SBN 247767)  
2 OGNIAN A. GAVRILOV (SBN 258583)  
3 CECILIA L. MARTIN (SBN 302248)  
4 GAVRILOV & BROOKS  
5 2315 Capitol Avenue  
6 Sacramento, California 95816  
7 Telephone: (916) 504-0529  
8 Facsimile: (916) 473-5870  
9 Email: [ebrooks@gavrilovlaw.com](mailto:ebrooks@gavrilovlaw.com)  
10 [cmartin@gavrilovlaw.com](mailto:cmartin@gavrilovlaw.com)

11 Attorneys for Plaintiff  
12 GLORIA VALERIO

13 JACKSON LEWIS P.C.  
14 CAROLYN G. BURNETTE (SBN 191294)  
15 DOUGLAS M. EGBERT (SBN 265062)  
16 400 Capitol Mall, Suite 1600  
17 Sacramento, California 95814  
18 Telephone: (916) 341-0404  
19 Facsimile: (916) 341-0141  
20 Email: [burnettec@jacksonlewis.com](mailto:burnettec@jacksonlewis.com)  
21 [egbertd@jacksonlewis.com](mailto:egbertd@jacksonlewis.com)

22 Attorneys for Defendant  
23 COMPASS BANK

24  
25 IN THE UNITED STATES DISTRICT COURT  
26 FOR THE EASTERN DISTRICT OF CALIFORNIA  
27 SACRAMENTO DIVISION

28 GLORIA VALERIO,

Plaintiff,

v.

COMPASS BANK; and DOES 1-50,  
inclusive,

Defendants.

Case 2:14-CV-00741-JAM-KJN

**STIPULATION AND PROTECTIVE  
ORDER – EXHIBIT A**

Complaint Filed: 01.31.14

Trial Date: 04.24.17

29 1. My name is \_\_\_\_\_. My current work or home (circle one)  
30 address is \_\_\_\_\_.

31 2. I have received and read a copy of the Stipulation and Protective Order (“Order”)  
32 entered in this action. I understand the provisions of the Order and agree to comply with and be

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

bound by its provisions. I submit to the jurisdiction of this Court for purposes of enforcing any of the terms of the Order.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, (City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Signature)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28