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6 Attorneys for Defendants
 MICHAEL CRAIG ENGSTROM,
 7 CHRISTOPHER IGNAZIO LONGO,
 JENNIFER ENGSTROM, MICHAEL
 8 ENGSTROM, INC., a California
 corporation; B&C LOC, INC., a California
 9 corporation; PEO ADVISORS OF CA,
 10 INC., a California corporation

11 **UNITED STATES DISTRICT COURT**
 12 **EASTERN DISTRICT OF CALIFORNIA**

14 PEO EXPERTS CA, INC., dba BIXBY
 15 ZANE INSURANCE SERVICES, a
 California corporation,

16 Plaintiff,

17 vs.

18 MICHAEL CRAIG ENGSTROM, an
 19 individual; CHRISTOPHER IGNAZIO
 LONGO, an individual; RYAN
 20 WAKEFIELD, an individual;
 JENNIFER ENGSTROM, an individual;
 21 MICHAEL ENGSTROM, INC., a
 California corporation; B&C LOC, INC.,
 22 a California corporation; PEO
 23 ADVISORS OF CA, INC., a California
 corporation; and FREEDOM RISK
 24 INSURANCE SERVICES, a business
 entity form unknown,

25 Defendants.
 26

Case No. 2:17-cv-00318-KJM-CKD

STIPULATION RE; PROTECTIVE ORDER
 REGARDING MIRROR-IMAGING OF
 DEFENDANTS' ELECTRONICALLY
 STORED INFORMATION ON THEIR
 PERSONAL COMPUTER DEVICES;
 [~~PROPOSED~~] ORDER THEREON

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1 This stipulation is entered into by and between plaintiff PEO Experts CA, Inc., dba Bixby
2 Zane Insurance Services and defendants Ryan Wakefield, Michael Engstrom, Christopher Longo,
3 Jennifer Engstrom, Michael Engstrom, Inc., B&C Loc, Inc., PEO Advisors of CA, Inc., and
4 Freedom Risk Insurance Services (collectively, “the parties”), through their respective counsel of
5 record, as follows:

6 WHEREAS, on February 28, 2017, the Honorable Judge Kimberly J. Mueller ordered the
7 parties to file their proposed discovery protective order by the close of business on Friday, March
8 3, 2017.

9 WHEREAS, as a result of such meet and confer process, the parties stipulated to the
10 matters as described herein.

11 NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE, through
12 their respective counsel of record, to the following:

13 1. PURPOSES AND LIMITATIONS

14 The parties to this action have agreed to allow the mirror-imaging of the defendants’
15 electronically stored information on their personal computer devices, which excludes cellular
16 telephones, under certain and limited conditions, as set forth herein. It is undisputed that this
17 mirror-imaging will consist of considerable personal information of defendants that is not
18 relevant to the litigation and that is protected by the federal and state constitutionally protected
19 rights of privacy, in addition to any other privileges, protections and objections. The mirror
20 imaged data is for preservation of potential evidence purposes only and shall be subject at all
21 times to this Court’s order hereon, and any further orders in this regard.

22 This stipulation and order, and conduct in conformance therewith, is not and shall not be
23 construed as a waiver of any rights, privileges, protections or objections in relation thereto.
24 Additionally, discovery and disclosure activity in this action is expected to involve production of
25 confidential, proprietary, or private information for which special protection from disclosure,
26 including both public and private disclosure, is warranted. Therefore, such discovery or
27 disclosure activity, if ordered by this Court, shall be subject to a further stipulation and protective
28 order, as further addressed below.

1 2. CONDUCTING THE MIRROR IMAGING AND OBLIGATIONS OF CONSULTANT

2 The parties hereby agree that Plaintiff's will propose a consultant, and, if agreeable to
3 defendants and confirmed in writing, that ("consultant") shall serve as the neutral third party
4 consultant for purposes of the mirror imaging of defendants' personal computer devices that
5 contain any business related information in regard to plaintiff and/or its alleged clients. Prior to
6 any such activity, the agreed upon consultant must execute this stipulation. Any and all costs or
7 fees of the consultant shall be borne by plaintiff. Personal computer devices as referred to in this
8 matter do not include personal cellular telephones.

9 On or about March 6, 2017, each defendant shall make their personal computer devices
10 available to the consultant for mirror imaging at the place such personal computer devices are
11 usually kept by each defendant. The mirror imaging shall be completed within approximately 12
12 hours of such personal computer device being made available by a defendant to consultant; a
13 defendant shall not be unable to access and use a personal computer device for a period longer
14 than 12 hours in this regard.

15 The consultant agrees, represents and warrants that he or she shall conduct the mirror
16 imaging without any review, evaluation, analysis or disclosure of any and all data contained on
17 the personal computer devices by her or himself and/or any other person or entity. The consultant
18 agrees, represents and warrants that he or she shall securely keep and maintain the mirror imaged
19 data without review, analysis, disclosure or dissemination by or to any person or entity unless and
20 until an order is issued from this Court in that regard. All mirror imaged data shall be strictly and
21 confidentially maintained.

22 At the termination of this case as to any or all defendants (by settlement, dismissal,
23 judgment, or otherwise), consultant shall provide to each defendant, his/her/its mirror imaged
24 data within 24 hours of written notice of such termination. Consultant shall not keep, copy,
25 transfer or disseminate any mirror imaged data otherwise.

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1 3. MOTION REQUIREMENTS FOR ANY PRODUCTION OR DISCLOSURE OF
2 MIRROR IMAGED DATA

3 If plaintiff seeks production of any mirror imaged data, plaintiff shall file with this Court
4 and serve on defendants a regularly noticed motion pursuant to the Federal Rules of Civil
5 Procedure, the Local Rules, and the Standing Orders of this Court. Prior to any motion related to
6 the mirror imaged data, the parties shall meet and confer in order to either attempt to agree to any
7 production, or otherwise to particularly identify and/or narrow the scope of information sought.

8 Additionally, if a motion by plaintiff in this regard is granted, in whole or in part, any
9 production of mirror imaged information shall be subject to a separate stipulation and protective
10 order in relation to that production. Therefore, if a motion by plaintiff in this regard is filed and
11 served, the parties shall at that time meet and confer as to such separate stipulation and protective
12 order and submit the same to the Court prior to the hearing on such motion.

13 4. MISCELLANEOUS

14 Nothing in this order abridges the right of any person to seek its modification by the Court
15 in the future.

16 By stipulating to the entry of this order no party waives any right it otherwise would have
17 to object to disclosing or producing any information or item on any ground not addressed herein.
18 Similarly, no party waives any right to object on any ground to use in evidence of any of the
19 material covered by this order.

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21 Date: March 3, 2017

FISHER & PHILLIPS, LLP

22
23 /s/ Alden J. Parker
24 ALDEN J. PARKER
25 Attorneys for Plaintiff
26 PEO Experts CA, Inc., dba
27 Bixby Zane Insurance Services
28

1 BASED ON THE STIPULATION OF THE PARTIES AND FOR GOOD CAUSE, IT IS
2 HEREBY ORDERED:

3 The parties to this action have agreed to allow the mirror-imaging of the defendants'
4 electronically stored information on their personal computer devices, which excludes cellular
5 telephones, under certain and limited conditions, as set forth herein. It is undisputed that this
6 mirror-imaging will consist of considerable personal information of defendants that is not
7 relevant to the litigation and that is protected by the federal and state constitutionally protected
8 rights of privacy, in addition to any other privileges, protections and objections. The mirror
9 imaged data is for preservation of potential evidence purposes only and shall be subject at all
10 times to this Court's order hereon, and any further orders in this regard.

11 This stipulation and order, and conduct in conformance therewith, is not and shall not be
12 construed as a waiver of any rights, privileges, protections or objections in relation thereto.
13 Additionally, discovery and disclosure activity in this action is expected to involve production of
14 confidential, proprietary, or private information for which special protection from disclosure,
15 including both public and private disclosure, is warranted. Therefore, such discovery or
16 disclosure activity, if ordered by this Court, shall be subject to a further stipulation and protective
17 order, as further addressed below.

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19 The parties hereby agree that Plaintiff's will propose a consultant, and, if agreeable to
20 defendants and confirmed in writing, that consultant shall serve as the neutral third party
21 consultant for purposes of the mirror imaging of defendants' personal computer devices that
22 contain any business related information in regard to plaintiff and/or its alleged clients. Prior to
23 any such activity, the agreed upon consultant must execute this stipulation. Any and all costs or
24 fees of the consultant shall be borne by plaintiff. Personal computer devices as referred to in this
25 matter do not include personal cellular telephones.

26 On or about March 6, 2017, each defendant shall make their personal computer devices
27 available to the consultant for mirror imaging at the place such personal computer devices are
28 usually kept by each defendant. The mirror imaging shall be completed within approximately 12

1 hours of such personal computer device being made available by a defendant to consultant; a
2 defendant shall not be unable to access and use a personal computer device for a period longer
3 than 12 hours in this regard.

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5 imaging without any review, evaluation, analysis or disclosure of any and all data contained on
6 the personal computer devices by her or himself and/or any other person or entity. The consultant
7 agrees, represents and warrants that he or she shall securely keep and maintain the mirror imaged
8 data without review, analysis, disclosure or dissemination by or to any person or entity unless and
9 until an order is issued from this Court in that regard. All mirror imaged data shall be strictly and
10 confidentially maintained.

11 At the termination of this case as to any or all defendants (by settlement, dismissal,
12 judgment, or otherwise), consultant shall provide to each defendant, his/her/its mirror imaged
13 data within 24 hours of written notice of such termination. Consultant shall not keep, copy,
14 transfer or disseminate any mirror imaged data otherwise.

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16 MIRROR IMAGED DATA

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19 Procedure, the Local Rules, and the Standing Orders of this Court. Prior to any motion related to
20 the mirror imaged data, the parties shall meet and confer in order to either attempt to agree to any
21 production, or otherwise to particularly identify and/or narrow the scope of information sought.

22 Additionally, if a motion by plaintiff in this regard is granted, in whole or in part, any
23 production of mirror imaged information shall be subject to a separate stipulation and protective
24 order in relation to that production. Therefore, if a motion by plaintiff in this regard is filed and
25 served, the parties shall at that time meet and confer as to such separate stipulation and protective
26 order and submit the same to the Court prior to the hearing on such motion.

27 DATED: March 9, 2017

28 
UNITED STATES DISTRICT JUDGE