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8 CINDY HENDERSON, individually and on  
behalf of all other similarly situated  
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15 Attorneys for Defendants  
MSI INVENTORY SERVICE CORPORATION,  
16 I-FRAN, INC. JAMES O' MCCLAIN, AND  
SANDRA B. MCCLAIN  
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18 UNITED STATES DISTRICT COURT  
19 EASTERN DISTRICT OF CALIFORNIA

20 KIM ROUSH, SHEILA EMMERLING, and  
21 CINDY HENDERSON, individually and on  
behalf of all other similarly situated,  
22

23 Plaintiffs,

24 v.

25 MSI INVENTORY SERVICE CORPORATION,  
26 I-FRAN, INC., JAMES O. MCCLAIN, SANDRA  
B. MCCLAIN, and DOES 1 through 20, inclusive,  
27

28 Defendants.

Case No. 2:17-CV-01010-JAM-KJN

**STIPULATED PROTECTIVE ORDER OF  
CONFIDENTIALITY**

ACTION FILED: May 13, 2017  
JUDGE: Hon. John A. Mendez

1 Subject to the further Order of this Court, and any modification which may be hereafter made  
2 in this Order upon request and cause shown by any of the parties hereto; and all parties having  
3 stipulated and agreed to the provisions of this Order and to the entry of this Order, it is hereby ordered  
4 that:

5 1. Any party or non-party may designate, where a reasonable basis for confidentiality  
6 exists, (a) any document produced or to be produced by her/him/it, (b) any testimony or portion  
7 thereof and (c) any answer to an interrogatory in connection with this litigation as “Confidential” by a  
8 marking on the document, transcript or interrogatory answer itself. Additionally, a party may designate  
9 in writing, within thirty (30) days after receipt of said document, testimony, interrogatory answer, or of  
10 the deposition transcript for which the designation is proposed, that specific pages of the transcript  
11 and/or specific responses be treated as confidential. The foregoing document(s), testimony or portion  
12 thereof, and interrogatory answer, and/or any information contained therein, so designated are  
13 hereinafter collectively referred to as the “Confidential Information.”

14 2. The designation of Confidential Information shall be made by placing or affixing  
15 thereon (in such manner as will not interfere with the legibility thereof) the following notice:  
16 “CONFIDENTIAL”. Any document or page containing such notice, and the information contained on  
17 such document or page, shall be Confidential Information unless the party or non-party producing such  
18 document or page shall clearly indicate thereon that only a portion of the document or page is to be  
19 treated as confidential.

20 3. Any Confidential Information shall be received in confidence and kept secret by the  
21 undersigned attorneys, and except as hereinafter provided, any such Confidential Information shall not  
22 be disclosed to any person other than the undersigned attorneys, their office associates, paralegals, and  
23 legal support staff employees of such attorneys who may be assigned to this action, and then disclosed  
24 to and used by them only for the prosecution or defense of this action.

25 4. If a party contends that any material is not entitled to confidential treatment, such party  
26 may at any time give written notice to the party or non-party who designated the material. The party or  
27 non-party who designated the material shall have twenty-five (25) calendar days from the receipt of  
28 such written notice to apply to the Court for an order designating the material as confidential. The

1 party or non-party seeking the order has the burden of establishing that the document is entitled to  
2 protection.

3 5. Notwithstanding any challenge to the designation of material as Confidential  
4 Information, all documents shall be treated as such and shall be subject to the provisions hereof unless  
5 and until one of the following occurs:

6 (a) the party or non-party claims that the material is Confidential Information  
7 withdraws such designation in writing; or

8 (b) the party or non-party who claims that the material is Confidential Information  
9 fails to apply to the Court for an order designating the material confidential within the time  
10 period specified above after receipt of a written challenge to such designation; or

11 (c) the Court rules the material is not confidential.

12 6. Subject to the provisions of the following ordered paragraphs hereof, disclosure of the  
13 Confidential Information may be made by such attorneys, if necessary to the prosecution or defense of  
14 this action, to a party, officers, or employees of a party or to agents, expert consultants or others  
15 retained by a party specifically to assist in the prosecution or the defense of this action or to witnesses  
16 during depositions or at trial. In the event that any such document or information is so disclosed, the  
17 attorneys for such parties shall provide each such person with a copy of this Order and shall obtain  
18 acknowledgment from him or her in writing that he or she has received a copy of this Order and is  
19 familiar with the provisions thereof. All such persons shall be bound thereby, shall not use the  
20 Confidential Information for any purpose other than in connection with the prosecution or defense of  
21 this action, and shall not reveal the Confidential Information to any person.

22 7. Prior to making any disclosure of any Confidential Information (other than disclosure at  
23 any deposition or in any affidavit, brief or other paper filed in this action) to anyone other than the  
24 party, non-party who produced the Confidential Information, officers or directors of the parties and  
25 their employees, written notice shall be given to the attorneys for all parties and to all non-parties who  
26 produced any Confidential Information, by the attorneys proposing to make such disclosure. Such  
27 notice shall be given at least ten (10) business days prior to such proposed disclosure of such  
28 Confidential Information, such period to be measured from and to include the date of mailing thereof,

1 and include (i) the name of each person to whom it is proposed to make such disclosure and (ii) a  
2 description of each such person, principal business affiliation and responsibilities. Upon receipt from  
3 the other parties, non-parties, or from their attorneys of the written objection to any disclosure  
4 proposed to be made pursuant to the preceding subparagraph of this ordering paragraph, the party  
5 proposing to make the disclosure of Confidential Information shall postpone such disclosure for at  
6 least five (5) business days, such period to be measured from and to include the date of mailing such  
7 objection, and, if a motion for a protective order is filed within that time, make no disclosure prior to a  
8 final resolution of that motion by this Court.

9 8. No party or non-party shall file or submit for filing as part of the Court record any  
10 documents under seal without court approval as provided under Federal Rules of Civil Procedure, Rule  
11 5.2.

12 9. After the final termination of this action, the provisions hereof relating to the secrecy  
13 and confidential nature of the Confidential Information shall continue to be binding on all parties  
14 herein and the aforesaid officers, and employees, agents or others, and witnesses.

15 10. At the conclusion of the trial and/or appeal or other final termination of this action, all  
16 Confidential Information produced pursuant to Order (and all copies of such documents) shall be  
17 returned to the producing party or destroyed, and all summaries thereof or other documents containing  
18 or reflecting such Confidential Information, testimony or interrogatory answers or related information  
19 shall be destroyed. Return or destruction of Confidential Information shall occur within thirty (30)  
20 days following the conclusion of the trial and/or appeal or other final termination of this action.

21 11. This Court shall retain jurisdiction as to any application for modification or  
22 enforcement of the provisions of this Order which jurisdiction shall continue, with respect to the  
23 provisions of this Order, after final disposition of this action.

24 12. Nothing herein shall be deemed to waive any applicable privilege or work product  
25 protection, or to affect the ability of a party or non-party to seek relief for an inadvertent disclosure of  
26 material protected by privilege or work product protection.

27 13. Any witness or other person, firm or entity from which discovery is sought may be  
28 informed of and may obtain the protection of this Order by written advice to the parties' respective

1 counsel or by oral advice at the time of any deposition or similar proceeding.

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4 **IT IS SO STIPULATED**

5 Dated: May 22, 2018

ROSE LAW, A PROF. CORP.

7 By: /s/ Joseph W. Rose

8 Joseph W. Rose

9 Attorneys for Plaintiffs

10 KIM ROUSH, SHEILA EMMERLING, and  
11 CINDY HENDERSON, individually and on  
12 behalf of all other similarly situated

13 Dated: May 22, 2018

SAGASER, WATKINS & WIELAND, PC

14 By: /s/ Ian B. Wieland

15 Ian B. Wieland

16 Attorney for Defendants

17 MSI INVENTORY SERVICE CORPORATION,  
18 I-FRAN, INC. JAMES O' MCCLAIN, AND  
19 SANDRA B. MCCLAIN

20 **IT IS SO ORDERED**

21 Dated: 5/22/2018 \_\_\_\_\_

/s/ John A. Mendez  
U.S. District Court Judge