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 a national banking association, formerly known
 13 as ZB, N.A., doing business as California Bank & Trust

14 **UNITED STATES DISTRICT COURT**
 15 **EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO DIVISION**

16 RONALD C. EVANS, an individual; JOAN M.
 EVANS, an individual; DENNIS TREADAWAY,
 17 an individual; and all others similarly situated,

18 Plaintiffs,

19 vs.

20 ZB, N.A., a national banking association, dba
 California Bank & Trust,

21 Defendant.

22 ZIONS BANCORPORATION, N.A., a national
 banking association, formerly known as ZB, N.A.,
 23 doing business as California Bank & Trust,

24 Third-Party Plaintiff

25 vs.

26 JTS COMMUNITIES, INC., a California
 Corporation; LARRY A. CARTER, an individual;
 JACK T. SWEIGART, an individual; and
 27 BRISTOL INSURANCE COMPANY, a dissolved
 Utah corporation; and ROES 1-20 inclusive,

28 Third-Party Defendants.

No. 2:17-cv-01123-WBS-DB

STIPULATED PROTECTIVE ORDER

1 Plaintiffs Ronald C. Evans, Joan M. Evans, and Dennis Treadaway, (the “Putative Class
2 Action Representatives”), Defendant, Zions Bancorporation, N.A., a national banking association,
3 formerly known as ZB, N.A., doing business as California Bank & Trust (“CB&T”), and Third
4 Party Defendants JTS Communities, Inc., Larry A. Carter, Jack T. Sweigart, and Bristol
5 Insurance Company (collectively, “Third Party Defendants,” and together with the Putative Class
6 Action Representatives and CB&T, the “Parties”) in good faith believe that certain documents in
7 this matter contain information that is confidential, or potentially invasive of individual and/or
8 corporate privacy interests. For these reasons, the Parties hereby agree that documents subject to
9 this Stipulated Protective Order shall be designated as “Confidential.”

10 1. PURPOSES AND LIMITATIONS

11 Disclosure and discovery activity in this action are likely to involve production of
12 confidential, proprietary, or private information for which special protection from public
13 disclosure and from use for any purpose other than prosecuting the litigation may be warranted.
14 Accordingly, the Parties hereby stipulate to and petition the court to enter the following Stipulated
15 Protective Order. The Parties acknowledge that this Stipulated Protective Order does not confer
16 blanket protections on all disclosures or responses to discovery and that the protection it affords
17 from public disclosure and use extends only to the limited information or items that are entitled to
18 confidential treatment under the applicable legal principles.

19 2. DEFINITIONS

20 2.1 “CONFIDENTIAL” Information or Items: information (regardless of how it is
21 generated, stored or maintained) or tangible things that the Designating Party believes in good
22 faith is entitled to protection under contract, applicable California or Federal law, or because of
23 professional responsibility to a client. CONFIDENTIAL information or items include, but are not
24 limited to, trade secrets or other confidential research, development, or commercial information,
25 or confidential financial information of a Party or third party such as account records, account
26 numbers, or social security numbers.

27 2.2 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
28 well as their support staff).

1 2.3 Designating Party: a Party or Non-Party that designates information or items that
2 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL.”

4 2.4 Disclosure or Discovery Material: all items or information, regardless of the
5 medium or manner in which it is generated, stored, or maintained (including, among other things,
6 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
7 responses to discovery in this matter.

8 2.5 Expert: a person with specialized knowledge or experience in a matter pertinent to
9 the litigation who has been retained by a Party or its attorneys to serve as an expert witness or as a
10 consultant in this action.

11 2.6 “HIGHLY CONFIDENTIAL” Information or Items: information (regardless of
12 how it is generated, stored or maintained) or tangible things that the Designating Party believes in
13 good faith contains extremely sensitive CONFIDENTIAL information or items whose disclosure
14 to another Party or Non-party would create a substantial risk of serious injury or violation of law
15 that could not be avoided by less restrictive means such that disclosure should be limited to the
16 persons in Section 6.2(a), (c), (d), (e), (f), (g), (h), (k), (l), and (m).

17 2.7 House Counsel: attorneys who are employees of a party to this action. House
18 Counsel does not include Outside Counsel of Record or any other outside counsel.

19 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
20 entity not named as a Party to this action.

21 2.9 Objecting Party: a Party or Non-Party that challenges the designation of
22 information or items under this Order.

23 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
24 action but are retained to represent or advise a party to this action and have appeared in this action
25 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party,
26 as well as their employees and support staffs.

27 2.11 Party: any party to this action, including all of its officers, directors, employees,
28 and consultants.

1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
2 Material in this action.

3 2.13 Professional Vendors: persons or entities that provide litigation support services
4 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
5 organizing, storing, or retrieving data in any form or medium) and their employees and
6 subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” pursuant to this Protective Order.

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
10 Producing Party.

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only Protected Material,
13 but also (1) any information copied from Protected Material; (2) all copies, excerpts and
14 summaries of Protected Material; and (3) any testimony, conversations, or presentations by
15 Parties or their Counsel that might reveal Protected Material. However, the protections conferred
16 by this Stipulated Protective Order do not cover the following information: (a) any information
17 that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the
18 public domain after its disclosure to a Receiving Party as a result of publication not involving a
19 violation of this Stipulated Protective Order, including becoming part of the public record through
20 trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or
21 obtained by the Receiving Party after the disclosure from a source who obtained the information
22 lawfully and under no obligation of confidentiality to the Designating Party.

23 4. DURATION

24 Even after final disposition of this litigation, the confidentiality obligations imposed by
25 this Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise
26 in writing or a court order otherwise directs. “Final disposition” shall be deemed to be the later of
27 (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final
28 judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or

1 reviews of this action, including the time limits for filing any motions or applications for
2 extension of time pursuant to applicable law.

3 All documents and materials produced to counsel for the other parties pursuant to this
4 Stipulated Protective Order shall either be destroyed or returned to the Designated Party in a
5 manner in which counsel will be able to reasonably verify that all documents were returned. All
6 parties agree to ensure that all persons to whom confidential documents or materials were
7 disclosed shall be returned to counsel for the Parties or destroyed.

8 This Stipulated Protective Order shall remain in full force and effect and shall continue to
9 be binding on all parties and affected persons until this litigation terminates, subject to any
10 subsequent modifications of this Stipulated Protective Order for good cause shown by this Court
11 or any Court having jurisdiction over an appeal of this action. Upon termination of this litigation,
12 the Parties agree the Stipulated Protective Order shall continue in force as a private agreement
13 between the parties.

14 During the pendency of this lawsuit, the Court shall (a) make such amendments,
15 modifications and additions to this Protective Order as it may deem appropriate upon good cause
16 shown; and, (b) adjudicate any dispute arising under it.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
19 or Non-Party that designates information or items for protection under this Stipulated Protective
20 Order must take care to limit any such designation to specific material that qualifies under the
21 appropriate standards. If it comes to a Designating Party's attention that information or items that
22 it designated for protection do not qualify for protection, Designating Party must promptly notify
23 all other Parties that it is withdrawing the mistaken designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this
25 Stipulated Protective Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this
27 Stipulated Protective Order must be clearly designated before the material is disclosed or
28 produced.

1 Designation in conformity with this Stipulated Protective Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
4 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” to each page that
5 contains protected material.

6 A Party or Non-Party that makes original documents or materials available
7 for inspection need not designate them for protection until after the inspecting Party has indicated
8 which material it would like copied and produced. During the inspection and before the
9 designation, all of the material made available for inspection shall be deemed
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified
11 the documents it wants copied and produced, the Producing Party must determine which
12 documents, or portions thereof, qualify for protection under this Stipulated Protective Order.
13 Then, before producing the specified documents, the Producing Party must affix the
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” legend to the document.

15 (b) for testimony given in deposition or in other pretrial or trial proceedings,
16 that the Designating Party identify on the record, before the close of the deposition, hearing, or
17 other proceeding, all protected testimony. Alternatively, immediately following the deposition,
18 hearing, or other proceeding, and before the transcript of the proceeding has been delivered to the
19 Designating Party, the Designating Party may designate the entirety of the testimony as
20 confidential. Pages of transcribed deposition testimony or exhibits to depositions that reveal
21 Protected Material must be separately bound by the court reporter and may not be disclosed to
22 anyone except as permitted under this Stipulated Protective Order. The entirety of said testimony
23 shall remain confidential pending the Designating Party’s reasonable opportunity to timely review
24 the transcript of said testimony and to designate only appropriate portions therein as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” A reasonable opportunity to timely
26 review the transcript and designate portions as “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL” under this paragraph shall be 20 days from the date of notification from the
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1 Court reporter that the transcript is complete, unless otherwise agreed by the Parties. Any
2 testimony not designated within this 20-day period shall not be deemed Protected Material.

3 (c) for information produced in some form other than documentary and for any
4 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
5 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
6 or “HIGHLY CONFIDENTIAL.” If only a portion or portions of the information or item warrant
7 protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

8 (d) information that has been designated as protected material pursuant to a
9 protective order entered in another case or proceeding, and which is in the possession of or
10 received by a Party or Non-Party, shall be deemed to have been designated as
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” pursuant to the terms of this Stipulated
12 Protective Order.

13 5.3 Inadvertent Failures to Designate.

14 Should any Producing Party fail to designate any Discovery Material that should have
15 been designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL, through inadvertence or
16 otherwise, the Producing Party shall promptly (a) inform counsel for the other party of the
17 circumstances of the failure to designate, and (b) reproduce the Discovery Material as either
18 CONFIDENTIAL or HIGHLY CONFIDENTIAL pursuant to the terms of this Protective Order.

19 If timely corrected (i.e., reasonably promptly following disclosure), an inadvertent failure
20 to designate qualified information or items does not, standing alone, waive the Designating
21 Party’s right to secure protection under this Order for such material. Upon timely correction of a
22 designation, the Receiving Party must make reasonable efforts to assure that the material is
23 treated in accordance with the provisions of this Stipulated Protective Order.

24 6. ACCESS TO AND USE OF PROTECTED MATERIAL

25 6.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
26 or produced by another Party or by a Non-Party in connection with this case, *Ronald C. Evans, et*
27 *al. v. ZB N.A.*, Case No. 2:17-cv-01123-WBS-DB (E.D.C.A.) only for prosecuting, defending, or
28 attempting to settle this litigation. Such Protected Material may be disclosed only to the

1 categories of persons and under the conditions described in this Stipulated Protective Order.
2 Notwithstanding the foregoing, this Protective Order shall not prohibit an attorney for a
3 Receiving Party, who receives Protected Materials, from filing another action based upon
4 knowledge derived from the Protected Materials; however, in doing so an attorney for a
5 Receiving Party shall not disclose content of Protected Materials, which will otherwise remain
6 protected pursuant to the terms of this Protective Order. When the litigation has been terminated,
7 a Receiving Party must comply with the provisions of section 12 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a location and
9 in a secure manner that ensures that access is limited to the persons authorized under this
10 Stipulated Protective Order.

11 6.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
12 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
13 disclose any information or item designated "CONFIDENTIAL" only to:

14 (a) the Receiving Party's Outside Counsel of Record in this action and its
15 House Counsel;

16 (b) the Receiving Party (including its officers, directors, partners, members,
17 employees and agents that counsel for the Receiving Party deems necessary to aid counsel in the
18 prosecution and defense of this action);

19 (c) Paralegal, clerical, and secretarial personnel regularly employed as counsel
20 referred to in subpart (a) immediately above, including stenographic deposition reports or
21 videographers retained in connection with this action;

22 (d) Experts (as defined in this Stipulated Protective Order) of the Receiving
23 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (e) the court and its personnel;

26 (f) court reporters and their staff;
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1 (g) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (h) any deposition, trial or hearing witness in this action who previously has
5 had access to the Protected Materials, or who is currently or was previously an officer, director,
6 partner, member, employee or agent of an entity that has had access to the Protected Materials;

7 (i) any deposition or non-trial hearing witness in this action who previously
8 did not have access to the Protected Materials. Notwithstanding the foregoing sentence, a witness
9 in a deposition or non-trial hearing may be given access to Protected Materials if they are advised
10 that such materials are being Disclosed pursuant to, and are subject to, the terms of this
11 Stipulation and Protective Order, that they may not be Disclosed other than pursuant to its terms,
12 and that they execute the “Acknowledgment and Agreement to Be Bound” in the form attached
13 hereto as Exhibit A (“Acknowledgement”). Unless otherwise agreed by the Designating Party or
14 ordered by the court, if the witness refuses to sign the Acknowledgement, the witness may not be
15 given access to the Protected Materials, but the examining Party may suspend the examination
16 pending a request or motion to the Court seeking approval to provide the witness access to the
17 Protected Materials.

18 (j) any putative class member in this action who previously did not have
19 access to the Protected Materials. Notwithstanding the foregoing sentence, a putative class
20 member may be given access to Protected Materials if they are advised that such materials are
21 being Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order,
22 that they may not be Disclosed other than pursuant to its terms, and that they execute the
23 Acknowledgment. The Acknowledgment executed by a putative class member shall be provided
24 to the Parties within 7 days of execution. Unless otherwise agreed by the Designating Party or
25 ordered by the court, if the putative class member refuses to sign the Acknowledgement, the
26 putative class member may not be given access to the Protected Materials;

27 (k) the finder of facts at the time of trial, subject to the court’s rulings on in
28 limine motions and objections of counsel;

1 (l) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information; and

3 (m) any other person that the Designating Party agrees to in writing.

4 6.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving
6 Party may disclose any information or item designated “HIGHLY CONFIDENTIAL” only to the
7 persons in Section 6.2 (a), (c), (d), (e), (f), (g), (h), (k), (l), and (m).

8 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
9 LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation that compels
11 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification shall
14 include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order to
16 issue in the other litigation that some or all of the material covered by the subpoena or order is
17 subject to this Protective Order. Such notification shall include a copy of this Stipulated
18 Protective Order; and,

19 (c) cooperate with respect to all reasonable legal procedures sought to be
20 pursued by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with the
22 subpoena or court order shall not produce any information designated in this action as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination by the court from
24 which the subpoena or order issued, unless the Party has obtained the Designating Party’s
25 permission. If the Designating Party fails to seek a protective order within fourteen (14) days
26 after receiving the notice pursuant to this Section, the Receiving Party may produce the Protective
27 Material responsive to the subpoena or court order. The Designating Party shall bear the burden
28 and expense of seeking protection in that court of its confidential material – and nothing in these

1 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
2 disobey a lawful directive from another court.

3 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
4 LITIGATION

5 (a) The terms of this Stipulated Protective Order are applicable to information
6 produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation
8 is protected by the remedies and relief provided by this Stipulated Protective Order. Nothing in
9 these provisions should be construed as prohibiting a Non-Party from seeking additional
10 protections.

11 (b) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party’s confidential information in its possession, and the Party is subject to an
13 agreement with the Non-Party not to produce the Non-Party’s confidential information, then the
14 Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-Party
16 that some or all of the information requested is subject to a confidentiality agreement with a Non-
17 Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
20 description of the information requested; and,

21 (3) make the information requested available for inspection by the
22 Non-Party.

23 (c) If the Non-Party fails to object or seek a protective order from this court
24 within fourteen (14) days of receiving the notice and accompanying information, the Receiving
25 Party may produce the Non-Party’s confidential information responsive to the discovery request.
26 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
27 information in its possession or control that is subject to the confidentiality agreement with the
28 Non-Party before a determination by the court. Absent a court order to the contrary, the Non-

1 Party shall bear the burden and expense of seeking protection in this court of its Protected
2 Material.

3 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
5 Material to any person or in any circumstance not authorized under this Stipulated Protective
6 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
7 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
8 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
9 made of all the terms of this Order, and (d) request such person or persons to execute the
10 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
12 MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain inadvertently
14 produced material is subject to a claim of privilege or other protection, the obligations of the
15 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
16 provision is not intended to modify whatever procedure may be established in an e-discovery
17 order that provides for production without prior privilege review. Pursuant to Federal Rule of
18 Evidence 502(d) and (e), the disclosure of a communication or information covered by the
19 attorney-client privilege or work product protection shall not constitute a waiver in this or any
20 other proceeding.

21 11. MISCELLANEOUS

22 11.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the
23 right of any person to seek its modification by the court in the future.

24 11.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated
25 Protective Order no Party waives any right it otherwise would have to object to disclosing or
26 producing any information or item on any ground not addressed in this Stipulated Protective
27 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of
28 the material covered by this Stipulated Protective Order. Nothing herein shall be deemed to

1 waive any applicable privilege or work product protection, or to affect the ability of a Party to
2 seek relief for an inadvertent disclosure of material protected by privilege or work product
3 protection. Any witness or other person, firm or entity from which discovery is sought may be
4 informed of and may obtain the protection of this Stipulated Protective Order by written advice to
5 the Parties' respective counsel or by oral advice at the time of any deposition or similar
6 proceeding.

7 11.3 Filing Protected Material in Court.

8 (a) Without written permission from the Designating Party, a court order under
9 Federal Rule of Civil Procedure 5.2(d), or complying with Section 11.3(b) herein, a Party may not
10 file in the public record in this action any material that is Protected Material.

11 (b) A party that plans to file with the Court in this action documents or
12 materials that are Protected Material shall comply with the requirements in Local Rule 141 (Fed.
13 R. Civ. P. 5.2, 26) for the Sealing of Documents. Protected Material that is not sealed by the
14 Court after the Receiving Party files the required "Request to Seal Documents" may be filed in
15 Court and become part of the public domain upon filing.

16 12. FINAL DISPOSITION

17 Within 2 years after the final disposition of this action, as defined in paragraph 4, each
18 Receiving Party must return all Protected Material to the Producing Party or destroy such
19 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
20 compilations, summaries, and any other format reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
22 submit a written certification to the Producing Party (and, if not the same person or entity, to the
23 Designating Party) by the 2-year deadline that it has complied with this Section. Notwithstanding
24 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,
25 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial
26 exhibits, expert reports, attorney work product, and consultant and expert work product, even if
27 such materials contain Protected Material. Any such archival copies that contain or constitute
28 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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IT IS SO STIPULATED.

DATED: October 27, 2020

By: /s/ Robert Brace
ROBERT L. BRACE
Attorneys for Plaintiffs and
all others similarly situated

DATED: October 27, 2020

HOLLISTER & BRACE
A Professional Corporation

By: /s/ Michael Denver
MICHAEL P. DENVER
Attorneys for Plaintiffs and
all others similarly situated

Dated: October 27, 2020

BUCHALTER, A Professional Corporation

By: /s/ Nancy Pendergrass
Robert S. McWhorter
Robert S. Addison
C. Dana Hobart
Nancy Pendergrass
Jarrett S. Osborne-Revis

Attorneys for Defendant,
Zion Bancorporation, N.A., a national banking
association, formerly known as ZB, N.A.,
doing business as California Bank & Trust

DATED: October 28, 2020

By: /s/ Ian Craig
IAN CRAIG
GLEN PETERSON
Attorneys for Third Party Defendants

1 **CONCLUSION**

2 Pursuant to the parties’ stipulation, IT IS SO ORDERED.

3 IT IS FURTHER ORDERED THAT:

4 1. Requests to seal documents shall be made by motion before the same judge who will
5 decide the matter related to that request to seal.

6 2. The designation of documents (including transcripts of testimony) as confidential
7 pursuant to this order does not automatically entitle the parties to file such a document with the
8 court under seal. Parties are advised that any request to seal documents in this district is governed
9 by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a
10 written order of the court after a specific request to seal has been made. L.R. 141(a). However, a
11 mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires
12 that “[t]he ‘Request to Seal Documents’ shall set forth the statutory or other authority for sealing,
13 the requested duration, the identity, by name or category, of persons to be permitted access to the
14 document, and all relevant information.” L.R. 141(b).

15 3. A request to seal material must normally meet the high threshold of showing that
16 “compelling reasons” support secrecy; however, where the material is, at most, “tangentially
17 related” to the merits of a case, the request to seal may be granted on a showing of “good cause.”
18 Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016);
19 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

20 4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of
21 certain documents, at any court hearing or trial – such determinations will only be made by the
22 court at the hearing or trial, or upon an appropriate motion.

23 5. With respect to motions regarding any disputes concerning this protective order which
24 the parties cannot informally resolve, the parties shall follow the procedures outlined in Local
25 Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex
26 parte basis or on shortened time.

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6. The parties may not modify the terms of this Protective Order without the court’s approval. If the parties agree to a potential modification, they shall submit a stipulation and proposed order for the court’s consideration.

7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of the terms of this Protective Order after the action is terminated.

8. Any provision in the parties’ stipulation that is in conflict with anything in this order is hereby DISAPPROVED.

DATED: November 2, 2020

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on _____, 2020 in the case of *Ronald C. Evans, et al. v. ZB N.A.*, Case No. 2:17-cv-01123-WBS-DB (E.D.C.A.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____