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10 Attorneys for Plaintiff and Counter-Defendant,
 11 CONNET & COMPANY LLC

12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14 CONNET & COMPANY LLC,
 15 Plaintiff,

16 vs.

17 SCOTT E. UHRIG, an individual,
 18 WHITEROCK PARTNERS, an unknown
 Texas business entity, STEPHANIE A.
 19 YOUNG, an individual, TINA C. MOLOCK,
 an individual, and DOES 1-50,
 20 Defendant.

) Case No.: C083366-MMC

) ~~PROPOSED~~ STIPULATED
) PROTECTIVE ORDER

21 _____)
 22 AND RELATED CROSS-ACTIONS)
 23 _____)

24 Upon agreement of the parties and in accordance with the Federal Rules of Civil
 25 Procedure and the Civil Local Rules of this Court, Court enters this Protective Order.

26 ///
 27 ///
 28 ///

1 **PROTECTIVE ORDER**

2 **APPLICABILITY**

3 1. Confidential Information produced in this litigation shall be used solely for the
4 purposes of this lawsuit and for no other purpose. The restrictions herein on the use and
5 disclosure of Confidential Information shall apply to any documents or materials that
6 incorporate, summarize, refer to, or contain Confidential Information. Nothing in this Protective
7 Order prevents a party from moving for a protective order under Civil Local Rules 3-17(d), 7-
8 11, and/or 79-5.

9 **CATEGORIES AND LIMITATIONS**

10 **A. "CONFIDENTIAL" DESIGNATION**

11 2. Any party may designate as "CONFIDENTIAL INFORMATION" any
12 document, deposition testimony, or discovery response that the party reasonably and in good
13 faith believes contains or discloses information that the party, in the ordinary course of
14 business, does not or would not publicly disclose; information that the party is under a
15 preexisting obligation to maintain as confidential; and/or information that the party considers in
16 good faith to be entitled to protection from disclosure to the general public either (a) pursuant
17 to Civil Local Rules 3-17(d), 7-11, and/or 79-5, or (b) subject to a legally protected right of
18 privacy.

19 A producing party shall designate any document containing Confidential Information by
20 stamping on each page thereof containing Confidential Information the word
21 "CONFIDENTIAL." In lieu of stamping the original documents, the producing party may stamp
22 the copies that are produced or exchanged. The producing party shall designate other materials
23 containing Confidential Information by stamping or marking them in a similar manner to the
24 extent practicable. When Confidential Information is produced in a form not appropriate for
25 such stamping or marking, it shall be designated in writing as Confidential Information at the
26 time it is produced. A party may designate as "CONFIDENTIAL" any documents or materials
27 containing Confidential Information produced by a non-party by providing written notice to all
28 parties and the producing non-party of such designation. After any such designation, such

1 documents and materials shall be fully subject to this Protective Order and treated thereafter
2 according to the new designation.

3 Any non-party witness or other person, firm or entity from which discovery is sought in
4 this lawsuit may also designate as "CONFIDENTIAL" any documents or material containing
5 Confidential Information produced or testified to by such non-party by designating such
6 documents or material as "CONFIDENTIAL." After such designation, such documents and
7 materials shall be fully subject to this Protective Order and treated thereafter according to the
8 designation.

9 3. Confidential Information shall not be disclosed to any person or entity other than:

- 10 a) Counsel of record and employees of counsel of record (such as
11 paralegals, clerks, secretaries, associates, and partners) actively engaged
12 in this litigation, their contractors, including outside copy services and
13 litigation support teams and in-house counsel representing the parties
14 hereto;
- 15 b) Officers, directors, or employees of the receiving party who are actively
16 engaged in assisting and/or advising in-house counsel or outside counsel
17 regarding the conduct of this litigation;
- 18 c) Consultants and expert witnesses, (and the professional secretarial and
19 clerical staff of consultants and experts) who are retained by any party or
20 its trial or in-house counsel to furnish services in connection with this
21 action, subject to the requirements of paragraph 4 hereof;
- 22 d) Trial and appellate courts for this action, and court reporters and
23 necessary support personnel of such court reporters retained in connection
24 with depositions taken by any party in this litigation to the extent
25 necessary to transcribe the deposition testimony and identify exhibits
26 marked in the course of the deposition;
- 27 e) Employees of the party or non-party that produced the designated
28 document or material;

- 1 f) Persons who authored, prepared or received the Confidential Information
- 2 in a context outside this litigation;
- 3 g) Witnesses (other than expert witnesses and consultants) while testifying
- 4 at deposition, hearing or trial. A percipient witness must agree to be
- 5 bound by this Protective Order before viewing the information designated
- 6 as "CONFIDENTIAL." At the request of any party, the deposition
- 7 transcript involving the Confidential Information must be designated as
- 8 "CONFIDENTIAL" pursuant to the terms of this Protective Order.
- 9 Witnesses shown Confidential Information are not allowed to retain
- 10 copies; and
- 11 h) Individual persons who are named parties to this litigation.

12 4. Prior to any person identified in paragraphs 3(b) or 3(c) hereof receiving another
13 party's Confidential Information, such person shall be furnished with a copy of this Protective
14 Order and shall be required to certify in writing as set forth in the annexed Acknowledgment Of
15 Protective Order And Agreement To Be Bound, Exhibit A, that he or she has read the Protective
16 Order, understands it, and agrees to be bound by the terms thereof, including without limitation
17 the obligation to protect Confidential Information from discovery by unauthorized co-
18 employees and third persons.

19 **B. "CONFIDENTIAL-ATTORNEYS ONLY" DESIGNATION**

20 5. A party may designate Confidential Information as "CONFIDENTIAL-
21 ATTORNEYS ONLY" if the disclosure of such information to another party or non-party
22 would create a substantial risk of serious injury that could not be avoided by less restrictive
23 means. A party shall designate Confidential Information as "CONFIDENTIAL-ATTORNEYS
24 ONLY" in accordance with the procedures set forth in paragraph 2.

25 6. Any Confidential Information designated as "CONFIDENTIAL-ATTORNEYS
26 ONLY" may not be disclosed to any person or entity other than:

- 27 a) Persons identified in paragraph 3(a) hereof;

28

1 Information, provided that the Confidential Information itself or its contents shall not be
2 disclosed except according to the terms of this Protective Order.

3 11. Nothing in this Protective Order shall prevent any use by the producing party of
4 the Confidential Information that it produces.

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6 **B. FAILURE TO DESIGNATE CONFIDENTIAL MATERIAL AND**
7 **INADVERTENT DISCLOSURE**

8 12. Failure of any party to designate Confidential Information as
9 "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS ONLY" at the time of production as
10 provided above shall not preclude that party from thereafter in good faith making such a
11 designation. Documents and materials so designated shall be fully subject to this Protective
12 Order and treated thereafter according to the new or corrected designation. A receiving party,
13 however, shall incur no liability for disclosures made prior to notice of such designations.

14 13. The inadvertent production of documents or materials containing information
15 protected from disclosure by the attorney-client privilege, work-product doctrine or any other
16 privilege or immunity from discovery shall be without prejudice to the right of any party to
17 claim that such documents or materials are protected from disclosure and to request that such
18 materials be returned to the disclosing party. No party shall use the inadvertent delivery of such
19 documents or materials as a basis for claiming a waiver.

20 In the event of any dispute with respect to whether documents or materials inadvertently
21 produced are protected from disclosure, the party claiming that such documents or materials are
22 protected from disclosure must notify all parties in writing of the nature of the claim, including
23 specifically identifying the documents or materials at issue. The parties shall then confer in good
24 faith as to whether such documents or materials are protected from disclosure. If the parties are
25 unable to reach agreement, within twenty (20) days after an impasse is reached, the party
26 claiming that such documents or materials are protected from disclosure may file a motion for
27 an appropriate order from the Court. At all times, the party claiming that the documents or
28 materials are protected from disclosure shall have the burden of establishing such claim. In the

1 meantime, the documents or materials in dispute shall be treated as if they were protected from
2 disclosure until the issue is resolved by the Court. If the Court finds that the documents or
3 materials inadvertently produced were protected from disclosure, all copies of the documents or
4 materials at issue shall be returned to the disclosing party or destroyed.

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6 **C. CONFIDENTIAL INFORMATION FILED WITH THE COURT**

7 14. Any information designated "CONFIDENTIAL" or "CONFIDENTIAL-
8 ATTORNEYS ONLY" that is to be used or filed with the Court in this action and any pleading
9 or other paper containing Confidential Information, other than discovery motions (discussed in
10 ¶15), shall be lodged with the Court conditionally under seal in accordance with Civil Local
11 Rules 3-17(d), 7-11, and/or 79-5, but a party lodging another party's Confidential documents
12 conditionally under seal shall not be obligated to make a motion in the first instance to seal such
13 information. Within ten (10) court days of the lodging of any documents conditionally under
14 seal, such documents shall be unsealed and publicly filed unless the party who originally
15 designated any such documents "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS
16 ONLY," or any other party who desires such documents to remain under seal, files a motion
17 pursuant to Civil Local Rules 3-17(d), 7-11, and/or 79-5 to have such documents filed under
18 seal. As to any non-parties, any party who wishes to file a document designated
19 "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS ONLY" by a non-party shall
20 likewise originally lodge such documents conditionally under seal, and provide
21 contemporaneous notice to such non-party of doing so, and such non-party shall then have ten
22 (10) court days to file a motion pursuant to Civil Local Rules 3-17(d), 7-11, and/or 79-5 to have
23 such document or documents remain filed under seal.

24 **D. SUBPOENAS OR DOCUMENT DEMANDS IN OTHER CASES**

25 15. If any person or entity possessing Confidential Information is subpoenaed in
26 another action or proceeding or served with a document demand, and such subpoena or
27 document demand requests the production of Confidential Information, the person receiving the
28 subpoena or document demand shall give prompt written notice to counsel for the producing

1 party, and shall, to the extent permitted by law, court rule, and court order, (1) withhold
2 production of the requested Confidential Information until the producing party permits
3 production, or until a court of competent jurisdiction orders otherwise and (2) allow the
4 producing party to move to quash or limit the subpoena or document demand.

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6 **E. DESIGNATION OF DEPOSITION TRANSCRIPTS AS CONFIDENTIAL**

7 16. Before or during a deposition, and for up to ten (10) days after receipt of the
8 transcript of that deposition, counsel for any party may designate the deposition or portions
9 thereof as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS ONLY." This may be
10 done before or after a deposition by sending a letter to counsel for each party specifying the
11 deposition, or portion thereof and the designation to be applied. This may be done during a
12 deposition by a comparable announcement on the record. The designated deposition shall be
13 appropriately labeled by the court reporter or videographer. If the designation is made after the
14 court reporter has prepared the transcript, then each counsel shall be responsible for
15 appropriately labeling all of his or her copies of the deposition transcript. If deposition
16 testimony is designated "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS ONLY"
17 before or during a deposition, then only authorized recipients as defined in paragraphs 3, 5 and 6
18 may attend the designated portion of the deposition. The court reporter or videographer for any
19 such deposition shall be informed of the terms of this Order and shall be subject to its terms.

20 **F. CHALLENGES TO DESIGNATIONS**

21 17. A. A party may object to the designation of a document or material as
22 "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS ONLY." The objection shall be in
23 writing and served on the party making the designation within 14 days of service of the
24 documents or material designated as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS
25 ONLY." Any objection shall provide enough information to sufficiently identify the document,
26 including, where available, the Bates number.

27 Meet and Confer Process: The parties will meet and confer to attempt to resolve any
28 objection. If the parties cannot resolve the objection within fourteen (14) days of service

1 of the objection (or such longer period as the parties may agree), the time period within
2 which either party must make a motion to the Court shall start upon the 14th and last day
3 of the meet and confer period (or such longer meet and confer period as the parties may
4 agree). The party asserting and proposing the designation bears the burden of proving
5 that the document or information is designated properly.

6 B. Pending resolution of any dispute concerning such designation, all parties and
7 persons governed by this Protective Order shall treat the challenged documents or information
8 as previously designated under the terms of this Protective Order, unless the producing party
9 withdraws such designation in writing.

10 **G. OTHER**

11 18. Any person receiving Confidential Information pursuant to this Protective Order
12 shall agree to subject himself or herself personally to the jurisdiction of the Court in which this
13 litigation is pending for the purpose of proceedings relating to the performance under,
14 compliance with, or violation of this Protective Order.

15 19. This Protective Order shall be without prejudice to the right of any party to
16 oppose production of any information. The existence of this Protective Order shall not be used
17 by either party as a basis for discovery that is otherwise not proper under the Federal Rules of
18 Civil Procedure or the Civil Local Rules of this Court, or any applicable orders of the Court.

19 20. Any person may move the Court for a modification of or relief from the terms of
20 this Order at any time upon notice to all parties.

21 21. Any party serving a subpoena on any non-party shall, upon inquiry by the non-
22 party, provide a copy of this Order to the non-party.

23 22. Counsel of record shall be required to notify their respective clients (and all
24 persons associated with their respective clients who have access to any Confidential
25 Information) of their responsibilities pursuant to this Order.

26 23. The terms of this Order shall be in full force and effect for the period of this
27 litigation and shall remain in full force and effect upon resolution of any or all claims in this
28 case. Unless otherwise ordered by the Court or agreed to in writing by the producing party, each

1 person permitted to review documents or materials containing Confidential Information shall
2 return the documents to the producing party or destroy such documents or materials within
3 thirty (30) days of final resolution of this action, including all appeals.
4

5 DATED: May __, 2009

BULLIVANT HOUSER BAILEY, PC

6
7 By: _____
8 Kevin Hughey
Sarah R. Hartmann

9 Attorneys for Plaintiff and Counter-Defendant
10 CONNET & COMPANY LLC

11 DATED: May __, 2009

HOGE, FENTON, JONES & APPEL, INC.

12
13 By: _____
14 Jonathan D. Hicks

15 Attorneys for Defendant and Counter-Claimant
16 TINA C. MOLOCK

17 DATED: May __, 2009

THE MAJORIE FIRM LTD.

18
19 By: _____
20 Francis E. Majorie, P.C.
Pro Hac Vice

21 Attorneys for Defendant and Counter-Claimant
22 SCOTT E. UHRIG, individually and d/b/a
WHITE-ROCK PARTNERS

23 DATED: May __, 2009

OWENS TARABICHI LLP

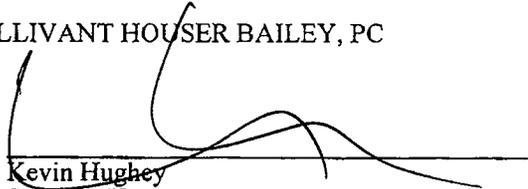
24
25 By: _____
26 David R. Owens
Bruno Tarabichi

27 Attorneys for Defendant
28 STEPHANIE A. YOUNG

1 person permitted to review documents or materials containing Confidential Information shall
2 return the documents to the producing party or destroy such documents or materials within
3 thirty (30) days of final resolution of this action, including all appeals.

4
5 DATED: May 5, 2009

BULLIVANT HOUSER BAILEY, PC

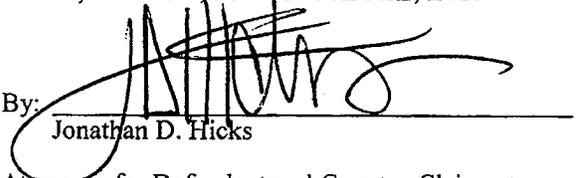
6
7 By: 

8 Kevin Hughey
Sarah R. Hartmann

9 Attorneys for Plaintiff and Counter-Defendant
10 CONNET & COMPANY LLC

11 DATED: May 5, 2009

HOGE, FENTON, JONES & APPEL, INC.

12
13 By: 

14 Jonathan D. Hicks

15 Attorneys for Defendant and Counter-Claimant
16 TINA C. MOLOCK

17 DATED: May __, 2009

THE MAJORIE FIRM LTD.

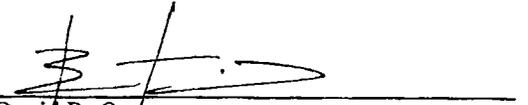
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23 DATED: May 5, 2009

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25 By: 

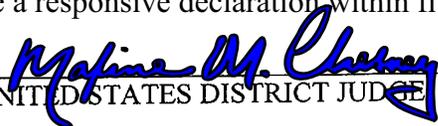
26 David R. Owens
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28 STEPHANIE A. YOUNG

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IT IS SO ORDERED, with the exception that, contrary to the parties' stipulation as set forth in ¶ 14 above, a party seeking to file a document designated confidential by another party must file an Administrative Motion in conformity with Civil Local Rule 79-5(d), and the designating party must file a responsive declaration within five days thereafter.

DATED: May 8, 2009


UNITED STATES DISTRICT JUDGE