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7 Attorneys for Defendant, Counter-Claimant and Cross-Claimant CITY OF EUREKA

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10 **IN THE UNITED STATES DISTRICT COURT**

11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

12 KFD ENTERPRISES, INC., a California Corporation dba Norman’s Dry Cleaner,)	CASE NO. CV-08-04571 MMC
13)	
14 Plaintiff,)	STIPULATION AND PROPOSED
15 v.)	PROTECTIVE ORDER FOR KFD
16 CITY OF EUREKA,)	ENTERPRISES, INC.’S DOCUMENT
17 Defendant.)	PRODUCTION PURSUANT TO THE
)	COURT’S NOVEMBER 12, 2010
)	ORDER
18 And related counter and cross claims.)	
19)	

20 1. With respect to KFD ENTERPRISES, INC. (“KFD”) production of documents
21 pursuant to the Court’s November 12, 2010, Order (Dkt.#334) and Order Denying Objection to
22 Magistrate Judge Larson’s Order Granting City of Eureka’s Motion to Compel (Dkt. #351), the
23 parties hereby stipulate and the Court orders that KFD’s documents be produced, shall be
24 confidential and not be disclosed for public view and shall only be disclosed to:

- 25 A. The persons currently parties in this action;
- 26 B. Counsel of record and other counsel for the parties, counsel’s employees,
27 and litigation contractors and agents;
- 28 C. Outside experts and consultants for the parties including stenographic and

1 clerical personnel regularly employed by them, whose advice and consultation are being or will
2 be used by such party or its attorney in connection with preparation for depositions or trial of this
3 action, including any motions in this action;

4 D. The Court (including court reporters, other court personnel or jurors);
5 and

6 E. Any other person also whom the producing party agrees in writing (or as
7 provided for in Paragraph 2, set forth below.)

8 2. If counsel for a party receiving KFD's documents produced pursuant to the
9 Court's November 12, 2010 Order (Dkt. #334), desires to disclose it to any person other than
10 those set forth above, such counsel shall give at least 30 days written notice to counsel for KFD.
11 Such written notice shall specify the information counsel wishes to disclose and the identity of
12 each person or categories of persons to whom such disclosure is sought to be made. In that
13 event, the parties shall attempt to resolve the request in good faith on an expedited and informal
14 basis. If the request cannot be expeditiously and informally resolved, the requesting party may
15 move for an order of this Court permitting the disclosure of such material to such person.

16 3. Inadvertent production of any document subject to this Protective Order will not
17 negate the confidentiality afforded by this Protective Order. Disclosure of any document subject
18 to this Protective Order by any party prior to the execution of this Protective Order will not be
19 deemed a violation of this Protective Order, however, KFD must be notified of any such
20 disclosure within 10 days of execution of this Protective Order. Such notice must be written and
21 specify to whom and when such disclosure was made.

22 4. Throughout and after the conclusion of this litigation including any appeals, the
23 restrictions on disclosure provided herein shall continue to be binding upon the parties and all
24 other persons to whom KFD's documents produced pursuant to the November 12, 2010 Order
25 (Dkt. #334) have been disclosed pursuant to the provisions of this Protective Order or any other
26 order of this Court.

27 5. Nothing in this Protective Order shall prevent either party from seeking
28 amendments or otherwise modifying this Protective Order, and this Protective Order may be

1 amended or modified without leave of court by the agreement of the undersigned attorneys for
2 the parties in the form of a stipulation that shall be filed in this case.

3 6. Nothing herein shall be construed to preclude a party who has received KFD's
4 document production pursuant to this Protective Order from producing such materials in
5 response to a valid subpoena issued by a court or agency or competent jurisdiction in connection
6 with any other action, but said production may only be made after providing at least 30 days
7 notice to KFD, or upon court order.

8 7. Nothing shall prevent disclosure beyond the terms of this Protective Order if KFD
9 consents to such disclosure, or if the Court, after at least 30 days notice to all affected parties,
10 orders such disclosure.

11 8. This Protective Order shall not be construed as a waiver by the parties of any
12 objection which might be raised as to the admissibility of any evidentiary material. This
13 Protective Order shall be without prejudice to the rights of any party to oppose production of any
14 information for lack of relevance or for any other ground.

15 9. After termination of this action, the provisions of this Order shall continue to be
16 binding, except with respect to those documents which the Court determines the public or others
17 have a right of access. This Court retains and shall have jurisdiction over the parties, their
18 attorneys of record, and all recipients of KFD's documents produced pursuant to the Court's
19 November 12, 2010 Order for enforcement of the provisions of this Protective Order following
20 termination of this action.

21 10. Documents produced pursuant to the Court's November 12, 2010 and December
22 2, 2010 Orders will be designated as "Confidential Materials-Subject to Protective Order."
23 Documents so designated shall be used for the preparation of, trial of or appeal of this lawsuit
24 and for no other purpose.

25 11. In the event any documents subject to this Protective Order are entered into
26 evidence as exhibits at deposition, trial or otherwise (including use in pleadings, motions, briefs
27 and other papers filed with the court), their use shall be bound by the terms of this Protective
28 Order, and to the extent that a protected document is filed with the court, the filing party shall

1 request the court to file any pleading or exhibit under seal. KFD’s counsel may request the court
2 to designate that a portion of a deposition or court transcript contains documents or reference to
3 protected documents to the extent that the parties are unable to otherwise stipulate to such
4 designation, and may further request that only those individuals identified Paragraph 1 of this
5 Protective Order shall be present at the deposition or hearing. Documents subject to this
6 Protective Order shall be designated confidential on the record at deposition or hearing.

7 12. Counsel for all parties shall keep all material subject to this Protective Order
8 within their exclusive possession and control, except as provided herein, and shall keep said
9 material in a secure location.

10 13. Within sixty days following the termination of this action, including any appeal
11 after judgment, all material subject to this Protective Order, including any copies shall be
12 returned to counsel for KFD or destroyed. At KFD’s request, a party choosing to destroy the
13 material must provide written confirmation to KFD that said materials were destroyed.

14 IT IS SO STIPULATED AND APPROVED.

15 DATED: January 12, 2011

DAVIDOVITZ & BENNETT LLP

16
17 By: /s/Stacey Alton
18 Moris Davidovitz, Esq.
19 Charles Bolcom, Esq.
20 Stacey Alton, Esq.
21 Attorneys for CITY OF EUREKA

(The filer hereby attests that concurrence
in the filing of this document has been
obtained from the signatories below.)

22 DATED: January 12, 2011

GREBEN & ASSOCIATES

23
24 By: /s/Danielle De Smeth
25 Jan Adam Greben, Esq.
26 Danielle De Smeth, Esq.
27 Attorneys for Plaintiff KFD Enterprises,
28 Inc. dba Norman’s Dry Cleaner and
Kenneth Daer

1 DATED: January 12, 2011

GORDON & REES LLP

2

By: /s/George A. Acero
George A. Acero, Esq.
Attorneys for Environmental
Resolutions, Inc.

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5 DATED: January ____, 2011

GLYNN & FINLEY, LLP

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By: _____
Andrew T. Mortl, Esq.
Patricia L. Bonheyo, Esq.
Attorney for Third-Party Defendant
Unocal Corporation, Union Oil
Company of California, Chevron
Corporation

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11 DATED: January 12, 2011

SEVERSON & WERSON

12

By: /s/Peter Lyon
Peter Lyon, Esq.
Attorneys for Third-Party Defendant
Winzler & Kelly

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15 DATED: January 12, 2011

DONGELL LAWRENCE FINNEY
LLP

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By: /s/Ian Paul Culver
Ian Paul Culver, Esq.
Attorneys for Multimatic LLC,
Multimatic Dry Cleaning machine
Corporation, The Kirrberg Corporation

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20 DATED: January 12, 2011

HICKS THOMAS LLP

21

By: /s/Eric Grant
Eric Grant, Esq.
Attorneys for R.R. Street & Co., Inc.
and Furbimatic SpA

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25 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

26

27 DATED: January 13, 2011



JAMES LARSON
United States Magistrate Judge

28

1 DATED: January __, 2011

GORDON & REES LLP

2
3 By: _____
George A. Acero, Esq.
Attorneys for Environmental
Resolutions, Inc.

4
5 DATED: January 7, 2011

GLYNN & FINLEY, LLP

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7 By: Pat 2 B
Andrew T. Mortl, Esq.
Patricia L. Bonheyo, Esq.
Attorney for Third-Party Defendant
Unocal Corporation, Union Oil
Company of California, Chevron Corporati

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9
10 DATED: January __, 2011

SEVERSON & WERSON

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12 By: _____
Peter Lyon, Esq.
Attorneys for Third-Party Defendant
Winzler & Kelly

13
14 DATED: January __, 2011

DONGELL LAWRENCE FINNEY
LLP

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16 By: _____
Ian Paul Culver, Esq.
Attorneys for Multimatic LLC,
Multimatic Dry Cleaning machine
Corporation, The Kirrberg Corporation

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18
19 DATED: January __, 2011

HICKS THOMAS LLP

20
21 By: _____
Eric Grant, Esq.
Attorneys for R.R. Street & Co., Inc.,
Eco Dry of America and Fimbimatic Spa

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23
24 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

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26 DATED: _____, 2011

27 JAMES LARSON
United States Magistrate Judge

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