

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LightGabler

By: Jonathan Fraser Light (State Bar #101049)
Glenn J. Dickinson (State Bar #159753)
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
(805) 248-7208
(805) 248-7209 (fax)
gdickinson@lightgablerlaw.com

Attorneys for Defendant
Golden State Phone & Wireless

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ISRAEL PADRON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GOLDEN STATE PHONE &
WIRELESS, a California Corporation;
and DOES 2 through 10,

Defendants.

CASE NO.: 15:16-cv-04076-BLF
Hon. Beth Labson Freeman
Courtroom: 3
Class Action Complaint

Stipulated Protective Order

Complaint Filed: July 20, 2016
Trial Date: None Set.

Re: Dkt. 22

MODIFIED BY THE COURT

The parties, through their counsel of record, stipulate that the Court may enter the following protective order:

1. This Stipulated Protective Order ("Order") shall govern the handling of information, including documents, tangible things, and discovery materials produced by any party or non-party within the context of this litigation.

2. "Document" shall be interpreted broadly and shall include, without limitation, any "writing," "original," and "duplicate" as defined in Federal Rule of Evidence 1001.

3. In connection with this action, any party to this action ("the Designating Party") shall have to the right to designate any Document as CONFIDENTIAL under the terms of this Order. "Confidential Material" shall refer to material that the Designating Party reasonably believes: (1) to constitute proprietary information and/or trade secrets

1 relating to its business, and/or information in which the party or third parties have a
2 privacy interest, and (2) to be subject to protection from disclosure under applicable law.
3 Confidential Material may be designated by any party and stamped or labeled
4 "CONFIDENTIAL." Stamping the legend on the cover of any multi-page document shall
5 designate all pages of the document as confidential, unless otherwise indicated by the
6 Designating Party.

7 4. In connection with this action, any Designating Party also shall have to the
8 right to designate any Document as CONFIDENTIAL—ATTORNEYS EYES ONLY under
9 the terms of this Order. Confidential—Attorneys Eyes Only Material shall refer to material
10 that the Designating Party reasonably believes: (1) to constitute highly confidential and
11 sensitive information business, and/or information in which the party or third parties have
12 a privacy interest, and (2) to be subject to protection from disclosure under applicable law.
13 Confidential—Attorneys Eyes Only Material may be designated by any party and stamped
14 or labeled "CONFIDENTIAL—ATTORNEYS EYES ONLY." Stamping the legend on the
15 cover of any multi-page document shall designate all pages of the document as
16 confidential, unless otherwise indicated by the Designating Party.

17 5. Confidential Material and Confidential—Attorneys Eyes Only Material shall
18 be referred to collectively in this Order as "Designated Material."

19 6. Confidential Material shall be disclosed only to persons whose input is
20 reasonably necessary to evaluate the information. Confidential shall be treated as
21 confidential by all persons to whom the information is disclosed and shall be used by all
22 such persons solely for the prosecution, defense, or settlement of the claims in issue in
23 this action.

24 7. Confidential—Attorneys Eyes Only Material shall be disclosed only to the
25 attorneys for the parties and their staffs, and any outside professionals or experts whose
26 input is reasonably necessary to evaluate the information. Confidential—Attorneys Eyes
27 Only Material shall be treated as highly confidential by all persons to whom the
28 information is disclosed and shall be used by all such persons solely for the prosecution,

1 defense, or settlement of the claims in issue in this action.

2 8. Any person given access to Designated Material pursuant to this Order shall
3 first be given a copy of this Order and shall agree in writing to be bound by its terms by
4 executing Exhibit A. The law firm obtaining the person's signature to Exhibit A will retain
5 the original signed agreement.

6 9. Any person receiving Designated Material under the terms of this Order
7 shall be subject to the jurisdiction of the Court for purposes of any proceedings relating to
8 the performance under, compliance with or violations of this Order.

9 10. If a party receives legal process that would require production of Designated
10 Material covered by this Order, the party shall promptly notify the Designating Party and
11 shall not produce the Designated Material until the Designating Party has had reasonable
12 time to object or otherwise to take appropriate steps to protect the material.

13 11. Upon final termination of this action, unless otherwise agreed to in writing by
14 counsel of record for the Designating Party, each party shall promptly return all originals
15 and copies of Confidential Material to the Designating Party or to the party that produced
16 the Designated Material. Alternatively, the party in possession of the documents, with
17 approval of the designating party, may destroy or arrange for the destruction of the
18 documents and certify in writing within 30 days that the documents have been destroyed.
19 Notwithstanding the foregoing, attorneys for the parties may maintain in their files a copy
20 of any Confidential Material produced by the other party, in which case the attorneys shall
21 maintain the Confidential Material with the same level of care applied to the attorneys'
22 other confidential client files and records.

23 12. Upon final termination of this action, unless otherwise agreed to in writing by
24 counsel of record for the Designating Party, each party shall promptly destroy or arrange
25 for the destruction of Confidential—Attorneys Eyes Only Material received from the other
26 party and shall certify in writing within 30 days that the documents have been destroyed.

27 13. This Order shall be binding upon the parties immediately upon execution by
28 the parties, regardless of whether subsequently entered by the Court. The parties reserve

1 the right to apply jointly or individually to the Court for a modification of this order, on a
2 showing of good cause.

3
4 **BALTODANO & BALTODANO LLP**

Dated: March 21, 2017

5
6 By:



Hernaldo J. Baltodano
Attorneys for Plaintiff, the Classes
and all similarly aggrieved employees

7
8
9 Dated: March 22, 2017

LightGabler

10
11 By:



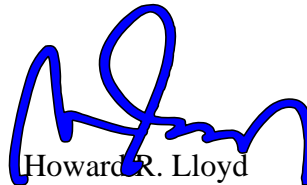
Jonathan Fraser Light
Glenn J. Dickinson
Attorneys for Defendant
Golden State Phone and Wireless

12
13
14
15
16
17 **14. All discovery matters having been referred to the undersigned, any disputes**
18 **arising in connection with this stipulated protective order shall brought in compliance**
19 **with this court's Standing Order re Civil Discovery Disputes.**

20 **15. For a period of six months after final termination of this action, this court will**
21 **retain jurisdiction to enforce the terms of this order.**

22 **Pursuant to stipulation, as modified by the court, IT IS SO ORDERED.**

Dated: March 24, 2017



Howard R. Lloyd
United States Magistrate Judge

1 CERTIFICATE OF SERVICE

2 The undersigned hereby certifies that on the 22nd day of March, 2017, I presented
3 the foregoing **STIPULATED PROTECTIVE ORDER** to the Clerk of Court for filing and
4 uploading to the CM/ECF system, which will send notification of such filing to the following
5 e-mail address(es):

6 Hernaldo J. Baltodano, Esq.
7 Matthew K. Moen, Esq.
8 Baltodano & Baltodano LLP
9 733 Marsh Street, Suite 110
10 San Luis Obispo, CA 93401
11 Tel.: (805) 322-3412
12 Fax: (805) 322-3413
13 Email: hjb@bbemploymentlaw.com
14 Email: mkm@bbemploymentlaw.com

15 

16 _____
17 ROBERT HESTER
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREEMENT TO COMPLY WITH PROTECTIVE ORDER

The undersigned hereby swears or affirms that he/she is familiar with the terms of the Stipulated Protective Order in the matter titled Padron v. Golden State Phone & Wireless, Case No. 15:16-cv-04076-BLF (N.D. Cal. filed July 20, 2016) and agrees to comply with and be bound by the Order. The undersigned submits to the jurisdiction of the US District Court for the Northern District of California for purposes of enforcing this Order.

Dated: _____

Signature

Print Name: _____

Address: _____

