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UNITED STATES DISTRICT COURT

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EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

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EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

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Plaintiff,

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vs.

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CALIFORNIA PSYCHIATRIC
TRANSITIONS, INC,

24

Defendant.

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CASE NO. 1:06-CV-01251-OWW-
GSA

**STIPULATION AND PROTECTIVE
ORDER**

Action Filed: 9/13/2006
Trial Date: 10/20/2009

STIPULATION

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2 In order to protect the confidentiality of certain financial and medical
3 information obtained by the parties in connection with this case, Plaintiff Equal
4 Employment Opportunity Commission (“EEOC” or “Commission”) and Defendant
5 California Psychiatric Transitions, Inc. (“CPT”) (collectively the “Stipulating
6 Parties”) stipulate and propose that the Court order the following:

7 1. CPT may designate as confidential any documents responsive to the
8 EEOC’s requests for production of documents no. 8, as modified by the Court in its
9 Order on Discovery Disagreements, Docket Number 64, and any portion of the
10 deposition transcript of Dr. John Hackett and/or the 30(b)(6) designee on financial
11 matters.

12 2. The EEOC may designate as confidential any documents responsive to
13 CPT’s third party subpoena served in or about February 2009, by CPT on Daisy,
14 Ilano, M.D. as directed by Order of the Honorable Magistrate Judge Gary S. Austin
15 dated June 18, 2009.

16 3. Either party shall designate as confidential any document or deposition
17 transcript described above in paragraphs 1 or 2 by marking the document or causing
18 the deposition transcript to be marked:

19 CONFIDENTIAL INFORMATION - SUBJECT TO PROTECTIVE ORDER

20 Such notation will be placed on every page of document or deposition
21 transcript designated that references or relates to the financial or medical
22 information.

23 4. Materials or information that are designated “Confidential Information-
24 Subject to Protective Order” as herein provided shall be used solely for purposes of
25 this litigation and shall not be used for any other purpose.

26 5. Except with the prior written consent of the Stipulating Parties, or upon
27 prior order of this Court obtained upon notice to opposing counsel, Confidential
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1 Information, including but not limited to copies, summaries, or abstracts of any
2 nature shall not be disclosed to any person other than:

3 (a) persons employed by the Court;

4 (b) stenographers and videographers transcribing the testimony or argument at
5 a hearing, trial, or deposition in this Action or any appeal therefrom;

6 (c) the Stipulating Parties and their officers, directors, or employees who are
7 involved with this Action;

8 (d) attorneys of record and in-house counsel for the Stipulating Parties in this
9 Action, and mediators, arbitrators, clerks, legal assistants, secretaries, paralegals,
10 investigators, and other persons or entities retained by counsel to provide litigation-
11 related services and the employees of said persons or entities;

12 (e) expert witnesses, consultants, or other independent contractors who are
13 employed or retained by attorneys of record for the parties in connection with the
14 Action;

15 (f) persons, witnesses or deponents during the course of and in preparation for
16 depositions or testimony in this Action and during depositions and testimony in this
17 Action;

18 (g) representatives of the Stipulating Parties hereto who are responsible for
19 assisting counsel in the preparation for trial of this Action and

20 (h) any other person only upon order of the Court or upon stipulation of the
21 parties.

22 Disclosure of Confidential Information to any other person is not permitted. The
23 Stipulating Parties, their respective counsel, and their experts will hold in
24 confidence and protect Confidential Information and prevent unauthorized use,
25 dissemination, or publication of any of the Confidential Information to any third
26 party.

27 6. Any person described in Paragraph 5(e), 5(f), 5(g) or 5(h) above, who
28 is not a current employee of one of the Stipulating Parties or a person who received

1 the document in the ordinary course of business, shall be informed of this Order and
2 shall agree in writing to be bound by the terms of this Order by executing a copy of
3 Exhibit A (which shall be maintained by the attorneys of record for the party
4 seeking to reveal the Confidential Information) in advance of being shown
5 Confidential Information.

6 7. Prior to trial, any materials designated as "Confidential-Subject to
7 Protective Order " information as herein provided shall not, except upon order of
8 this Court, be made part of the public record herein, but may be filed under seal with
9 the Court. The terms of this Order do not preclude, limit, restrict, or otherwise
10 apply to the use of designated documents or deposition transcripts at trial.

11 8. Any document or deposition transcript, or any part thereof, designated
12 as containing Confidential Information shall not be used for any business or
13 commercial purpose or in any other administrative or judicial proceeding, and the
14 use of said document shall be limited to this action, including but not limited to
15 preparation for, and the trial of the above-entitled action, including discovery, and
16 any and all appeals and/or retrials ("Action").

17 9. The fact that Information is designated "Confidential-Subject to
18 Protective Order" under this Order shall not be deemed to be determinative of what
19 a trier of fact may determine to be confidential or proprietary. This Order shall be
20 without prejudice to the right of any party to bring before the Court the question of:

21 (a) whether any particular information is or is not Confidential
22 Information;

23 (b) whether any particular information is or is not entitled to a greater or
24 lesser degree of protection than provided hereunder; or

25 (c) whether any particular information is or is not relevant to any issue in
26 this case; provided that in doing so the party complies with the foregoing
27 procedures.

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1 10. The restrictions provided for above shall not terminate upon the
2 conclusion of this lawsuit, but shall continue until further Order of this Court. This
3 Stipulated Protective Order is entered into without prejudice to the right of a party
4 hereto to seek relief from the Court, upon good cause shown, from any of the
5 provisions or restrictions provided herein.

6 11. Pursuant to paragraph 10, within ten (10) court days of the date this
7 protective order is filed, the Stipulating Parties will seek Court approval of an
8 amended protective order addressing the final disposition of confidential
9 information upon conclusion of the Action.

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11 DATED: June 25, 2009

HEWITT & TRUSZKOWSKI

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14 By: /s/ as authorized on 6/25/09

Henry C. Truskowski

Stephen L. Hewitt

Attorneys for Defendant CALIFORNIA
PSYCHIATRIC TRANSITIONS, INC.

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18 DATED: June 25, 2009

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

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20 By: /s/

Dana C. Johnson

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EXHIBIT "A"

STIPULATION RE PROTECTIVE ORDER

The person signing this Stipulation re Protective Order stipulates and agrees that he/she has received and read the entire Stipulated Protective Order entered into by the Stipulating Parties in this matter, is bound by each and every term of the Stipulated Protective Order, and consents to personal and subject matter jurisdiction of the United States District Court, Eastern District of California, for the purpose of enforcing the Court's Order in the event the person signing this Stipulation re Protective Order violates any of the terms of the Stipulated Protective Order.

Dated: June , 2009

Signature

Print name

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ORDER

Based upon the foregoing stipulation, and good cause appearing therefore,
IT IS SO ORDERED.

Dated: June 26, 2009

/s/ Gary S. Austin
The Honorable Gary S. Austin

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