

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

**Joseph Aguinaldo v. Dick's Sporting Goods, Inc.; Thomas Ziebart;
and Does 1 through 100, Inclusive**

Aguinaldo · No. 2:21-cv-1940 DC AC · Decided March 19, 2025

OPINION

Aguinaldo v. Dick's Sporting Goods, Inc.

PER CURIAM.

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7 UNITED STATES DISTRICT COURT

8 FOR THE EASTERN DISTRICT OF CALIFORNIA

9

10 JOSEPH AGUINALDO, No. 2:21-cv-1940 DC AC

11 Plaintiff,

12 v. PROTECTIVE ORDER

13 DICK'S SPORTING GOODS, INC.;

THOMAS ZIEBART; and DOES 1

14 through 100, inclusive, 15 Defendants. 16 17 IT IS HEREBY ORDERED that the parties' Stipulated Protective Order (ECF No. 33), is 18 APPROVED and INCORPORATED herein. 19 IT IS FURTHER ORDERED THAT: 20 1. Requests to seal documents shall be made by motion before the same judge who will 21 decide the matter related to that request to seal. 22 2. The designation of documents (including transcripts of testimony) as confidential 23 pursuant to this order does not automatically entitle the parties to file such a document with the 24 court under seal. Parties are advised that any request to seal documents in this district is governed 25 by E.D. Cal. R. ("Local Rule") 141. In brief, Local Rule 141 provides that documents may only 26 be sealed by a written order of the court after a specific request to seal has been made. Local 27 Rule 141(a). However, a mere request to seal is not enough under the local rules. In particular, 28 Local Rule 141(b) requires that "[t]he 'Request to Seal Documents' shall set forth the statutory or 1 || other authority for sealing, the requested duration, the identity, by name or category, of persons 2 || to be permitted access to the document, and all relevant information." Local Rule 141(b) 3 || (emphasis added). 4 3. A request to seal material must normally meet the high threshold of showing that 5 || "compelling reasons" support secrecy; however, where the material is, at most, "tangentially 6 || related" to the merits of a case, the request to seal may be granted on a showing of "good cause." 7 | Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir.), cert. denied, 8 | 1378 S. Ct. 38 (2016); Kamakana v. City and County of Honolulu, 447 F.3d

1172, 1178-80 (9th 9 || Cir. 2006). 10 4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of 11 | certain documents, at any court hearing or trial — such determinations will only be made by the 12 || court at the hearing or trial, or upon an appropriate motion. 13 5. With respect to motions regarding any disputes concerning this protective order which 14 | the parties cannot informally resolve, including any disputes regarding inadvertently produced 15 || materials under Fed. R. Evid. 502, the parties shall follow the procedures outlined in Local 16 || Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex 17 || parte basis or on shortened time. 18 6. The parties may not modify the terms of this Protective Order without the court's 19 || approval. If the parties agree to a potential modification, they shall submit a stipulation 20 || and proposed order for the court's consideration. 21 7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement 22 | of the terms of this Protective Order after the action is terminated. 23 8. Any provision in the parties' stipulation (ECF No. 33) that is in conflict with anything 24 || in this order is hereby DISAPPROVED. 25 IT IS SO ORDERED. 26 || DATED: March 18, 2025 A /
27 ALLISON CLAIRE
28 UNITED STATES MAGISTRATE JUDGE