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7

8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
10 FRESNO DIVISION

11 ERICA PEREZ CAMPOS,
12 _____
13 Plaintiff,

Case No. 1:10-cv-01242-LJO-MJS

**STIPULATION FOR PROTECTIVE
ORDER AND ORDER**

14 v.

15 WALETICH CORPORATION, WALETICH
16 TRANSPORTATION, MICHAEL WAYNE
KINNEY, VANGUARD NATIONAL
17 TRAILER CORPORATION AND DOES 1
THROUGH 50,
18

Defendants.
19 _____/

20 1. PURPOSES AND LIMITATIONS

21 1.1 Purposes. Disclosure and discovery activity in this action are likely to involve
22 production of confidential, proprietary, or private information for which special protection from
23 public disclosure and from use for any purpose other than prosecuting and defending this litigation
24 may be warranted. Pursuant to Eastern District Local Rule 141.1(c), defendant Vanguard National
25 Trailer Corporation identifies the information to be protected as that pertaining to its commercial
26 operations and activities, including, without limitation, information related to the manufacture,
27 design, distribution and sale of its products and its commercial transactions. Said information is
28 proprietary and/or kept confidential by defendant, is not made publicly available and is not known or

1 made known to defendant's competitors. In order to keep this information confidential and to
2 prevent disclosure by and/or to others beyond the necessary purposes of this litigation, the parties
3 have agreed to stipulate to and petition the court to enter the following Stipulated Protective Order.

4 1.2. Limitations. The parties acknowledge that this Order does not confer blanket
5 protections on all disclosures or responses to discovery and that the protection it affords from public
6 disclosure and use extends only to the limited information or items that are entitled to confidential
7 treatment under the applicable legal principles. The parties further acknowledge that, pursuant to
8 Eastern District Local Rule 141.1(e), this Stipulated Protective Order does not itself entitle them to
9 file confidential information under seal. Eastern District Local Rule 141 sets forth the procedures
10 that must be followed and the standards that will be applied when a party seeks permission from the
11 court to file material under seal.

12 2. DEFINITIONS

13 2.1 Challenging Party: A Party or Non-Party that challenges the designation of
14 information or items under this Order.

15 2.2 "CONFIDENTIAL" Information or Items: Information, regardless of how it is
16 generated, stored or maintained, and tangible things that qualify for protection under Federal Rule of
17 Civil Procedure 26(c).

18 2.3 Counsel: Counsel for a Party, as well as their support staff.

19 2.4 Designating Party: A Party or Non-Party that designates information or items that he,
20 she or it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY
21 CONFIDENTIAL – ATTORNEYS' EYES ONLY."

22 2.5 Disclosure or Discovery Material: All items or information, regardless of the medium
23 or manner in which it is generated, stored, or maintained, that are produced or generated in
24 disclosures or responses to discovery in this matter.

25 2.6 Expert: A person with specialized knowledge or experience in a matter pertinent to
26 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a
27 consultant in this action, (2) is not a past or current employee of a Party or of a Party's competitor,
28 and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party's

competitor.

2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
Sensitive ““CONFIDENTIAL’ Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of harm that could not be avoided by less restrictive means.

2.8 Non-Party: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.9 Party: Any party to this action, including all of his, her or its officers, directors, employees, consultants, retained experts, and counsel and their support staffs.

2.10 Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.11 Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.12 Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.13 Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the

1 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
2 Protected Material at trial shall be governed by a separate agreement or order.

3 4. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations imposed by this
5 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
6 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
7 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
8 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
9 time limits for filing any motions or applications for extension of time pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
12 Non-Party that designates information or items for protection under this Order must take care to limit
13 any such designation to specific material that qualifies under the appropriate standards. To the extent
14 it is practical to do so, the Designating Party must designate for protection only those parts of
15 material, documents, items, or oral or written communications that qualify – so that other portions of
16 the material, documents, items, or communications for which protection is not warranted are not
17 included unjustifiably within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are not permitted. Designations that are
19 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
20 unnecessarily encumber or retard the case development process or to impose unnecessary expenses
21 and burdens on other parties) may expose the Designating Party to sanctions.

22 If it comes to a Designating Party's attention that information or items that he, she or it
23 designated for protection do not qualify for protection at all or do not qualify for the level of
24 protection initially asserted, that Designating Party must promptly notify all other parties that
25 Designating Party is withdrawing the designation.

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order, or
27 as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
28 under this Order must be clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) For information in documentary form (e.g., paper or electronic documents, but
3 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
4 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY” to each page that contains protected material. If only a portion or portions of the material on
6 a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)
7 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of
8 protection being asserted.

9 A Party or Non-Party that makes original documents or materials available for
10 inspection need not designate them for protection until after the inspecting Party has indicated which
11 material it would like copied and produced. During the inspection and before the designation, all of
12 the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
14 copied and produced, the Producing Party must determine which documents, or portions thereof,
15 qualify for protection under this Order. Then, before producing the specified documents, the
16 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material. If
18 only a portion or portions of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins)
20 and must specify, for each portion, the level of protection being asserted.

21 (b) For testimony given in deposition or in other pretrial or trial proceedings, that
22 the Designating Party identify on the record, before the close of the deposition, hearing, or other
23 proceeding, all protected testimony and specify the level of protection being asserted. When it is
24 impractical to identify separately each portion of testimony that is entitled to protection and it
25 appears that substantial portions of the testimony may qualify for protection, the Designating Party
26 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right to
27 have up to 21 days to identify the specific portions of the testimony as to which protection is sought
28 and to specify the level of protection being asserted. Only those portions of the testimony that are

1 appropriately designated for protection within the 21 days shall be covered by the provisions of this
2 Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up
3 to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5 Parties shall give the other parties notice if they reasonably expect a
6 deposition, hearing or other proceeding to include Protected Material so that the other parties can
7 ensure that only authorized individuals who have signed the “Acknowledgment and Agreement to Be
8 Bound” (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a
9 deposition shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

11 Transcripts containing Protected Material shall have a legend on the title page
12 that the transcript contains Protected Material, and the title page shall be followed by a list of all
13 pages (including line numbers as appropriate) that have been designated as Protected Material and
14 the level of protection being asserted by the Designating Party. The Designating Party shall inform
15 the court reporter of these requirements. Any transcript that is prepared before the expiration of a 21-
16 day period for designation shall be treated during that period as if it had been designated “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the
18 expiration of that period, the transcript shall be treated only as actually designated.

19 (c) For information produced in some form other than documentary and for any
20 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
21 container or containers in which the information or item is stored the legend “CONFIDENTIAL” or
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the
23 information or item warrant protection, the Producing Party, to the extent practicable, shall identify
24 the protected portion(s) and specify the level of protection being asserted.

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
26 designate qualified information or items does not, standing alone, waive the Designating Party’s
27 right to secure protection under this Order for such material. Upon timely correction of a designation,
28 the Receiving Party must make reasonable efforts to assure that the material is treated in accordance

1 with the provisions of this Order.

2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
4 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
5 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
6 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
7 confidentiality designation by electing not to mount a challenge promptly after the original
8 designation is disclosed.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
10 by providing written notice of each designation it is challenging and describing the basis for each
11 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
12 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
13 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
14 begin the process by conferring directly within 14 days of the date of service of notice. In conferring,
15 the Challenging Party must explain the basis for its belief that the confidentiality designation was not
16 proper and must give the Designating Party an opportunity to review the designated material, to
17 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the
18 chosen designation. A Challenging Party may proceed to the next stage of the challenge process only
19 if it has engaged in this meet and confer process first or establishes that the Designating Party is
20 unwilling to participate in the meet and confer process in a timely manner.

21 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
22 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
23 Eastern District Local Rules 230 and 251 within 21 days of the initial notice of challenge or within 14
24 days of the parties agreeing in writing that the meet and confer process will not resolve their dispute,
25 whichever is later. Each such motion must be accompanied by a competent declaration affirming
26 that the movant has complied with the meet and confer requirements imposed in the preceding
27 paragraph. Failure by the Designating Party to make such a motion including the required
28 declaration within the specified time shall automatically waive the confidentiality designation for

1 each challenged designation. In addition, the Challenging Party may file a motion challenging a
2 confidentiality designation at any time if there is good cause for doing so, including a challenge to
3 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to
4 this provision must be accompanied by a competent declaration affirming that the movant has
5 complied with the meet and confer requirements imposed by the preceding paragraph.

6 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
7 Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary
8 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
9 Designating Party has waived the confidentiality designation by failing to file a motion to retain
10 confidentiality as described above, all parties shall continue to afford the material in question the
11 level of protection to which it is entitled under the Producing Party's designation until the court rules
12 on the challenge.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
15 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
16 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
17 the categories of persons and under the conditions described in this Order. When the litigation has
18 been terminated, a Receiving Party must comply with the provisions of section 12 below, "FINAL
19 DISPOSITION." Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the persons authorized under
21 this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
23 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
24 information or item designated "CONFIDENTIAL" only to:

25 (a) The Receiving Party's counsel in this action, as well as employees of said
26 counsel to whom it is reasonably necessary to disclose the information for this litigation and who
27 have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
28 A;

1 (b) The officers, directors, and employees of the Receiving Party to whom
2 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and
3 Agreement to Be Bound” (Exhibit A);

4 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
5 is reasonably necessary for this litigation and who have signed the “Acknowledgment and
6 Agreement to Be Bound” (Exhibit A);

7 (d) The court and its personnel;

8 (e) Court reporters and their staff, and Professional Vendors to whom disclosure
9 is reasonably necessary for this litigation and who have signed the “Acknowledgment and
10 Agreement to Be Bound” (Exhibit A);

11 (f) During their depositions, witnesses in the action to whom disclosure is
12 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
13 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
14 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
15 separately bound by the court reporter and may not be disclosed to anyone except as permitted under
16 this Stipulated Protective Order; and

17 (g) The author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the information.

19 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

20 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
21 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

23 (a) The Receiving Party’s counsel in this action, as well as employees of said
24 counsel to whom it is reasonably necessary to disclose the information for this litigation and who
25 have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
26 A;

27 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
28 for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit

1 A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have been followed;

2 (c) The court and its personnel;

3 (d) Court reporters and their staff, and Professional Vendors to whom disclosure
4 is reasonably necessary for this litigation and who have signed the “Acknowledgment and
5 Agreement to Be Bound” (Exhibit A); and

6 (e) The author or recipient of a document containing the information or a
7 custodian or other person who otherwise possessed or knew the information.

8 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL
9 – ATTORNEYS’ EYES ONLY” Information or Items to Experts. Unless otherwise ordered by the
10 court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as
11 defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL
12 – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c) first must make a written request to
13 the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks permission to disclose to
15 the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary
16 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current
17 employer(s), (5) identifies each person or entity from whom the Expert has received compensation or
18 funding for work in his or her areas of expertise or to whom the expert has provided professional
19 services, including in connection with a litigation, at any time during the preceding five years, and
20 (6) identifies (by name and number of the case, filing date, and location of court) any litigation in
21 connection with which the Expert has offered expert testimony, including through a declaration,
22 report, or testimony at a deposition or trial, during the preceding five years.

23 7.5. Defendants agree not to challenge Plaintiff’s use of any document designated as
24 “CONFIDENTIAL” “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” on the grounds
25 of lack of authenticity. Defendants specifically reserve the right to challenge the admissibility of any
26 of the documents designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY” on any other grounds, including, but not limited to, relevance.

28 ///

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
2 LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

6 (a) Promptly notify in writing the Designating Party. Such notification shall include a
7 copy of the subpoena or court order;

8 (b) Promptly notify in writing the party who caused the subpoena or order to issue in the
9 other litigation that some or all of the material covered by the subpoena or order is subject to this
10 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and (c)
11 cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party
12 whose Protected Material may be affected.

13 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
14 court order shall not produce any information designated in this action as “CONFIDENTIAL” or
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court
16 from which the subpoena or order issued, unless the Party has obtained the Designating Party’s
17 written permission. The Designating Party shall bear the burden and expense of seeking protection in
18 that court of its confidential material. Nothing in these provisions should be construed as
19 authorizing or encouraging a Receiving Party in this action to disobey a lawful order from another
20 court.

21 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
23 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
24 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
25 disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Protected Material; (c)
26 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
27 Order; and (d) request such person or persons to execute the “Acknowledgment and Agreement to
28 Be Bound” that is attached hereto as Exhibit A.

1 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
2 MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
4 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
5 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of
6 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
7 communication or information covered by the attorney-client privilege or work product protection,
8 the parties may incorporate their agreement in the stipulated protective order submitted to the court.

9 11. MISCELLANEOUS

10 11.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
11 its modification by the court in the future.

12 11.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
13 no Party waives any right it otherwise would have to object to disclosing or producing any
14 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
15 Party waives any right to object on any ground to use in evidence of any of the material covered by
16 this Protective Order.

17 11.3 Filing Protected Material. Without written permission from the Designating Party or a
18 court order secured after appropriate notice to all interested persons, a Party may not file in the
19 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
20 Material must comply with Eastern District Local Rule 141(b). Protected Material may only be filed
21 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
22 issue. If a Receiving Party's request to file Protected Material under seal pursuant to Eastern District
23 Local Rule 141(b) is denied by the court, then the Receiving Party may file the Protected Material in
24 the public record pursuant to Civil Local Rule 141(e) unless otherwise instructed by the court.

25 12. FINAL DISPOSITION

26 Within 60 days after the final disposition of this action, as defined in Paragraph 4, each
27 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
28 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,

1 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
2 the Protected Material is returned or destroyed, the Receiving Party must submit a written
3 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
4 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
5 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
6 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
7 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
8 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
9 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
10 and expert work product, even if such materials contain Protected Material. Any such archival copies
11 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
12 Section 4, "DURATION."

13 IT IS SO STIPULATED, BY AND THROUGH COUNSEL OF RECORD.

14
15 DATED: December 13, 2010 _____ /s/ Brian J. Malloy, Esq.
16 Attorneys for Plaintiff Erica Perez Campos

17 DATED: December 27, 2010 _____ /s/ Barry C. Snyder, Esq.
18 Attorneys for Defendant Michael Wayne Kinney

19 DATED: December 27, 2010 _____ /s/ Barry C. Snyder, Esq.
20 Attorneys for Defendant Waletich Corporation

21 DATED: December 27, 2010 _____ /s/ Jeff M. Fackler, Esq.
22 Attorneys for Defendant Vanguard National
23 Trailer Corporation

24 **ORDER**

25 Pursuant to the Stipulation of the parties and GOOD CAUSE APPEARING,
26 IT IS SO ORDERED.

27 Dated: December 29, 2010 _____ /s/ *Michael J. Seng*
28 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____

(name and address)

declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on October __, 2010 in the case of *Campos v. Waletich Corporation, et al.*, Case No. 1:10-cv-01242. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____
(name, address and telephone number)

_____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State: _____

Printed name: _____

Signature: _____