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Castlerock Farming and Transport, Inc.  
8 and Albert L. Good

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

11  
12 MARIA G. MORENO, ESTHER L. )  
LOPEZ, FRANCISCO OROZCO, )  
13 ABRAHAM ORTIZ, JAVIER GARCIA, )  
FLORENCIA GUTIERREZ, and ISRAEL )  
14 LOPEZ on behalf of themselves and all )  
other similarly situated, )  
15 )  
Plaintiffs, )  
16 )  
vs. )  
17 )  
CASTLEROCK FARMING AND )  
18 TRANSPORT, INC., J.L. PADILLA & )  
SONS LABOR SERVICE, INC., MELBA )  
19 NUNEZ CONTRACTING (form unknown), )  
ALBERT L. GOOD, individual, and Does )  
20 2-20, inclusive, )  
21 )  
Defendants. )

**Case No. 1:12-CV-00556-AWI-BAK  
(BAM)**  
**STIPULATED PROTECTIVE ORDER**

Trial Date: None Set  
Judge: Hon. Anthony W. Ishii  
Magistrate Judge: Hon. Barbara A. McAuliffe

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1 This [Proposed] Stipulated Protective Order is lodged for the Court’s approval:

2 1. PURPOSES AND LIMITATIONS

3 Disclosure and discovery activity in this action are likely to involve production of  
4 confidential, proprietary, or private information for which special protection from public  
5 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
6 Accordingly, the parties hereby petition the Court to enter the following Protective Order  
7 (“Order”). The parties acknowledge that this Order does not confer blanket protections on all  
8 disclosures or responses to discovery and that the protection it affords from public disclosure and  
9 use extends only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth in Section  
11 13.3, below, that this Protective Order does not entitle them to file confidential information  
12 under seal; Civil Local Rule 141 sets forth the procedures that must be followed and the  
13 standards that will be applied when a party seeks permission from the court to file material under  
14 seal.

15 2. DEFINITIONS

16 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
17 information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
19 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
20 of Civil Procedure 26(c).

21 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
22 well as their support staff).

23 2.4 Designating Party: a Party or Non-Party that designates information or items that  
24 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

25 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
26 medium or manner in which it is generated, stored, or maintained (including, among other things,  
27 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
28 responses to discovery in this matter.

1           2.6     Expert: a person with specialized knowledge or experience in a matter pertinent to  
2 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
3 consultant in this action.

4           2.7     House Counsel: attorneys who are employees of a party to this action. House  
5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6           2.8     Non-Party: any natural person, partnership, corporation, association, or other legal  
7 entity not named as a Party to this action.

8           2.9     Outside Counsel of Record: attorneys who are not employees of a party to this  
9 action but are retained to represent or advise a party to this action and have appeared in this  
10 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
11 that party.

12          2.10    Party: any party to this action, including all of its officers, directors, employees,  
13 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

14          2.11    Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
15 Material in this action.

16          2.12    Professional Vendors: persons or entities that provide litigation support services  
17 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
18 organizing, storing, or retrieving data in any form or medium) and their employees and  
19 subcontractors.

20          2.13    Protected Material: any Disclosure or Discovery Material that is designated as  
21 “CONFIDENTIAL.”

22          2.14    Receiving Party: a Party that receives Disclosure or Discovery Material from a  
23 Producing Party.

24          2.15    Action: the case entitled *Moreno et al. v. Castlerock Farming and Transport, Inc.,*  
25 *et al.* Case No. 1:12-CV-00556-AWI-BAK (BAM), United States District Court, Eastern District  
26 of California.

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1           2.16   Class Member: a member of a class that has been certified by the Court in this  
2   Action.

3           3.       SCOPE

4           The protections conferred by this Order cover not only Protected Material (as defined  
5   above), but also (1) any information copied or extracted from Protected Material; (2) all copies,  
6   excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
7   conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
8   However, the protections conferred by this Order do not cover the following information: (a) any  
9   information that is in the public domain at the time of disclosure to a Receiving Party or becomes  
10   part of the public domain after its disclosure to a Receiving Party as a result of publication not  
11   involving a violation of this Order, including becoming part of the public record through trial or  
12   otherwise; and (b) any information known to the Receiving Party prior to the disclosure or  
13   obtained by the Receiving Party after the disclosure from a source who obtained the information  
14   lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
15   Protected Material at trial shall be governed by a separate agreement or order.

16          4.       DURATION

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

24          5.       MATERIAL PRESUMED CONFIDENTIAL

25          All documents containing the personal information of Defendant's employees, including,  
26   but not limited to, employees' Social Security Numbers, home addresses, home telephone  
27   numbers, birth dates, wages, pay roll and tax information, shall be presumed CONFIDENTIAL  
28   and shall be subject to all applicable terms of this protective order, unless the parties otherwise

1 stipulate in writing.

2 6. DESIGNATING PROTECTED MATERIAL

3 6.1 Exercise of Restraint and Care in Designating Material for Protection.

4 Each Party or Non-Party that designates information or items for protection under this Order  
5 must take care to limit any such designation to specific material that qualifies under the  
6 appropriate standards. The Designating Party must designate for protection only those parts of  
7 material, documents, items, or oral or written communications that qualify – so that other  
8 portions of the material, documents, items, or communications for which protection is not  
9 warranted are not swept unjustifiably within the ambit of this Order.

10 Unless otherwise set forth in this Agreement, mass, indiscriminate, or routinized  
11 designations are prohibited. Designations that are shown to be clearly unjustified or that have  
12 been made for an improper purpose (e.g., to unnecessarily encumber or retard the case  
13 development process or to impose unnecessary expenses and burdens on other parties) expose  
14 the Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it designated  
16 for protection do not qualify for protection, that Designating Party must promptly notify all other  
17 Parties that it is withdrawing the mistaken designation.

18 6.2 Manner and Timing of Designations. Except as otherwise provided in this  
19 Order (*see, e.g.*, Paragraph 5), or as otherwise stipulated or ordered, Disclosure or Discovery  
20 Material that qualifies for protection under this Order must be clearly so designated before the  
21 material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic documents,  
24 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
25 Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only  
26 a portion or portions of the material on a page qualifies for protection, the Producing Party also  
27 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
28 margins).

1           A Party or Non-Party that makes original documents or materials available for inspection  
2 need not designate them for protection until after the inspecting Party has indicated which  
3 material it would like copied and produced. During the inspection and before the designation, all  
4 of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the  
5 inspecting Party has identified the documents it wants copied and produced, the Producing Party  
6 must determine which documents, or portions thereof, qualify for protection under this Order.  
7 Then, before producing the specified documents, the Producing Party must affix the  
8 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or  
9 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
10 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

11           (b)     for testimony given in deposition or in other pretrial or trial proceedings,  
12 that the Designating Party identify on the record, before the close of the deposition, hearing, or  
13 other proceeding, all protected testimony.

14           (c)     for information produced in some form other than documentary and for  
15 any other tangible items, that the Producing Party affix in a prominent place on the exterior of  
16 the container or containers in which the information or item is stored the legend  
17 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
18 the Producing Party, to the extent practicable, shall identify the protected portion(s).

19           6.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
20 designate qualified information or items does not, standing alone, waive the Designating Party’s  
21 right to secure protection under this Order for such material. Upon timely correction of a  
22 designation, the Receiving Party must make reasonable efforts to assure that the material is  
23 treated in accordance with the provisions of this Order.

24     7.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

25           7.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
26 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
27 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
28 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to

1 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
2 original designation is disclosed.

3           7.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution  
4 process by providing written notice of each designation it is challenging and describing the basis  
5 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
6 notice must recite that the challenge to confidentiality is being made in accordance with this  
7 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
8 good faith and must begin the process by conferring directly (in voice-to-voice dialogue; other  
9 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
10 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
11 designation was not proper and must give the Designating Party an opportunity to review the  
12 designated material, to reconsider the circumstances, and, if no change in designation is offered,  
13 to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
14 stage of the challenge process only if it has engaged in this meet and confer process first or  
15 establishes that the Designating Party is unwilling to participate in the meet and confer process in  
16 a timely manner.

17           7.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
18 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
19 Civil Local Rule 141 within 21 days of the initial notice of challenge or within 14 days of the  
20 parties agreeing that the meet and confer process will not resolve their dispute, whichever is  
21 earlier. Each such motion must be accompanied by a competent declaration affirming that the  
22 movant has complied with the meet and confer requirements imposed in the preceding  
23 paragraph. Failure by the Designating Party to make such a motion including the required  
24 declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
25 confidentiality designation for each challenged designation. In addition, the Challenging Party  
26 may file a motion challenging a confidentiality designation at any time if there is good cause for  
27 doing so, including a challenge to the designation of a deposition transcript or any portions  
28 thereof. Any motion brought pursuant to this provision must be accompanied by a competent

1 declaration affirming that the movant has complied with the meet and confer requirements  
2 imposed by the preceding paragraph.

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

10 8. ACCESS TO AND USE OF PROTECTED MATERIAL

11 8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed  
12 or produced by another Party or by a Non-Party in connection with this case only for  
13 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
14 disclosed only to the categories of persons and under the conditions described in this Order.  
15 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
16 section 13 below (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a location and  
18 in a secure manner that ensures that access is limited to the persons authorized under this Order.

19 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
20 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
21 disclose any information or item designated "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
24 information for this litigation and who have signed the "Acknowledgment and Agreement to Be  
25 Bound" that is attached hereto as Exhibit A;

26 (b) the officers, directors, and employees (including House Counsel) of the  
27 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
28 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);



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

4 (d) the court and its personnel;

5 (e) court reporters and their staff, professional jury or trial consultants, mock  
6 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation  
7 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

16 (h) A Class Member, but only to the limited extent that his or her individual  
17 personal information is the subject of the Protected Material (i.e., the Class Member may view  
18 his or her own time-keeping and/or compensation data, but may not view any other Class  
19 Member’s data and, to the extent the Protected Material contains information regarding  
20 additional persons, the information regarding the additional persons must be redacted before  
21 providing the Protected Material to the Class Member). In the event that the Protected Material  
22 consists of information that the Class Member would not otherwise be legally entitled to view  
23 pursuant to the California Labor Code and/or the applicable Industrial Welfare Commission  
24 Wage Order, then prior to receiving the Protected Material, the Class Member must have signed  
25 the “Class Member Confidentiality Acknowledgment” (Exhibit B).

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1           9.       PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER 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,” that  
5 Party must:

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

8                   (b)       promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the subpoena or order is  
10 subject to this Protective Order. Such notification shall include a copy of this Protective Order;  
11 and

12                   (c)       cooperate with respect to all reasonable procedures sought to be pursued  
13 by the Designating Party whose Protected Material may be affected.

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

21           10.       A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
22 IN THIS LITIGATION

23                   (a)       The terms of this Order are applicable to information produced by a Non-  
24 Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-  
25 Parties in connection with this litigation is protected by the remedies and relief provided by this  
26 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
27 additional protections.

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1 (b) In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party is subject to an  
3 agreement with the Non-Party not to produce the Non-Party's confidential information, then the  
4 Party shall:

5 1. promptly notify in writing the Requesting Party and the Non-Party  
6 that some or all of the information requested is subject to a confidentiality agreement with a  
7 Non-Party;

8 2. promptly provide the Non-Party with a copy of the Protective  
9 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of  
10 the information requested; and

11 3. make the information requested available for inspection by the  
12 Non-Party.

13 (c) If the Non-Party fails to object or seek a protective order from this court within 14  
14 days of receiving the notice and accompanying information, the Receiving Party may produce  
15 the Non-Party's confidential information responsive to the discovery request. If the Non-Party  
16 timely seeks a protective order, the Receiving Party shall not produce any information in its  
17 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
18 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the  
19 burden and expense of seeking protection in this court of its Protected Material.

20 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

3           When a Producing Party gives notice to Receiving Parties that certain inadvertently  
4 produced material is subject to a claim of privilege or other protection, the obligations of the  
5 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
6 provision is not intended to modify whatever procedure may be established in an e-discovery  
7 order that provides for production without prior privilege review. Pursuant to Federal Rule of  
8 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a  
9 communication or information covered by the attorney-client privilege or work product  
10 protection, the parties may incorporate their agreement in the protective order submitted to the  
11 court.

12   13.    MISCELLANEOUS

13           13.1   Right to Further Relief. Nothing in this Order abridges the right of any person to  
14 seek its modification by the court in the future.

15           13.2   Right to Assert Other Objections. Party waives any right it otherwise would have  
16 to object to disclosing or producing any information or item on any ground not addressed in this  
17 Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence  
18 of any of the material covered by this Protective Order.

19           13.3   Filing Protected Material. Without written permission from the Designating Party  
20 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
21 the public record in this action any Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed  
23 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
24 issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request  
25 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or  
26 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected  
27 Material under seal pursuant to Civil Local Rule 141 is denied by the court, then the Receiving  
28 Party may file the information in the public record pursuant to Civil Local Rule 141 unless

1 otherwise instructed by the court.

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

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
have read in its entirety and understand the Protective Order that was issued by the United States  
District Court for the Eastern District of California on [date] in the case of *Moreno, et al. v.*  
*Castlerock Farming and Transport, Inc.*, 1:12-CV-00556-AWI-BAK (BAM). I agree to comply  
with and to be bound by all the terms of this 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 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 Protective Order,  
even if such enforcement proceedings occur after termination of this action. I hereby appoint  
\_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
[print or type full 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 Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]

**EXHIBIT B**

**CLASS MEMBER CONFIDENTIALITY**

**ACKNOWLEDGMENT**

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I, \_\_\_\_\_ [print or type full name],  
understand that I am being shown or provided with documents in connection with a lawsuit  
called *Moreno, et al. v. Castlerock Farming and Transport, Inc.*, 1:12-CV-00556-AWI-BAK  
(BAM) that was filed in federal court in the Eastern District of California. I understand that these  
documents are confidential. I understand and promise that I will not share or disclose these  
confidential documents to any other persons at any time. I also understand that if I share or  
disclose these confidential documents I could be subject to punishment by the federal court.

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]

City and State where signed: \_\_\_\_\_

**ORDER**

The Court adopts the stipulated protective order submitted by the parties on May 18,  
2022. (Doc. No. 94.) The parties are advised that pursuant to the Local Rules of the United States  
District Court, Eastern District of California, any documents subject to this protective order to be  
filed under seal must be accompanied by a written request which complies with Local Rule 141  
prior to sealing. The party making a request to file documents under seal shall be required to  
show good cause for documents attached to a non-dispositive motion or compelling reasons for  
documents attached to a dispositive motion. *Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665,  
677-78 (9th Cir. 2009). Within five (5) days of any approved document filed under seal, the

1 party shall file a redacted copy of the sealed document. The redactions shall be narrowly tailored  
2 to protect only the information that is confidential or was deemed confidential.

3 IT IS SO ORDERED.

4 Dated: May 26, 2022

/s/ Barbara A. McAuliffe  
5 UNITED STATES MAGISTRATE JUDGE

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