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19 UNITED STATES DISTRICT COURT
 20 EASTERN DISTRICT OF CALIFORNIA

21 U. S. EQUAL EMPLOYMENT OPPORTUNITY
 22 COMMISSION,
 23
 24 Plaintiff,
 25
 26 v.
 27 FARMERS INSURANCE EXCHANGE,
 28
 Defendant.

Case No. 13-CV-01574-AWI-SKO
 STIPULATED PROTECTIVE ORDER

1. **PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends only to the limited
2 information or items that are entitled to confidential treatment under the applicable legal principles. The
3 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
4 does not entitle them to file confidential information under seal; Local Rule 141 and Federal Rule of
5 Civil Procedure 5.2, 26, sets forth the procedures that must be followed and the standards that will be
6 applied when a party seeks permission from the court to file material under seal.

7 2. DEFINITIONS

8 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items
9 under this Order.

10 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored
11 or maintained) or tangible things that qualify for protection under Federal Rule of Civil
12 Procedure 26(c).

13 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their
14 support staff).

15 2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in
16 disclosures or in responses to discovery as “CONFIDENTIAL.”

17 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner
18 in which it is generated, stored, or maintained (including, among other things, testimony,
19 transcripts, and tangible things), that are produced or generated in disclosures or responses to
20 discovery in this matter.

21 2.6 Document: each and every “WRITING” as defined by Federal Rules of Evidence, and includes,
22 but is not limited to, all notes, drafts, documents, reports, summaries, appendices, duplicates,
23 originals, tapes, photographs, videotapes, audiotapes, negatives, schedules, title copies, records
24 of completed telecopy transmissions, telexes, cable communications, messages, electronic
25 messages, contracts, and each and every form of document, writing, or of this object upon which
26 information is capable of being recorded.

1 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation
2 who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in
3 this action.

4 2.8 House Counsel: attorneys who are employees of a party to this action. House Counsel does not
5 include Outside Counsel of Record or any other outside counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not
7 named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action but are
9 retained to represent or advise a party to this action and have appeared in this action on behalf of
10 that party or are affiliated with a law firm which has appeared on behalf of that party.

11 2.11 Party: any party to this action, including all of its officers, directors, employees, consultants,
12 retained experts, claimants represented by the EEOC, and Outside Counsel of Record (and their
13 support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this
15 action.

16 2.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,
17 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
18 storing, or retrieving data in any form or medium) and their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
20 “CONFIDENTIAL.”

21 a. Personnel Files: Courts have recognized that disclosure of employment personnel
22 files implicate privacy concerns.

23 b. Medical records: Individuals would be prejudiced in being forced to disclose
24 private medical records. Any public disclosure of confidential medical information may result in
25 the violation of the constitutional right of privacy. Forcing any Party or non-Party to disclose
26 confidential medical information with no confidentiality protection would cause a violation of
27 privacy rights.
28

1 c. Documents that are not otherwise available to the public that evidence
2 Defendant's partial pay practices including, but not limited to documents related to Defendant's
3 audit of those practices. Defendant has developed its own policies and procedures for the
4 payment of insurance claims as well as internal detection of fraud. Dissemination of such
5 information may negatively impact Defendant's business. This information could be used by
6 Defendant's competitors to gain a competitive advantage.

7 d. Documents that are not otherwise available to the public that relate to or evidence
8 Defendant's policies and procedures; employee manuals including documents related to the
9 handling of insurance claims. Defendant has developed its own policies and procedures for the
10 handling of insurance claims. Dissemination of such information will negatively impact
11 Defendant's business. This information could be used by Defendant's competitors to gain a
12 competitive advantage.

13 e. Documents that are not otherwise available to the public that relate to or evidence
14 private identifying information regarding Defendant's customers, including but not limited to,
15 financial account numbers, social security numbers, dates of birth and addresses.

16 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

17 3. **SCOPE**

18 The protections conferred by this Stipulation and Order cover not only Protected Material
19 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
20 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
21 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
22 However, the protections conferred by this Stipulation and Order do not cover the following
23 information: (a) any information that is in the public domain at the time of disclosure to a
24 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
25 a result of publication not involving a violation of this Order, including becoming part of the
26 public record through trial or otherwise; and (b) any information known to the Receiving Party
27 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
28

1 obtained the information lawfully and under no obligation of confidentiality to the Designating
2 Party. Any use of 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
5 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
6 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
7 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after
8 the completion and exhaustion of all appeals, rehearings, remands, trials, reviews of this action,
9 or the expiration of a consent decree resolving the claims brought by the EEOC, including the
10 time limits for filing any motions or applications for extension of time pursuant to applicable
11 law.

12 **5. DESIGNATING PROTECTED MATERIAL**

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

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
21 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
22 unnecessarily encumber or retard the case development process or to impose unnecessary
23 expenses and burdens on other parties) expose the Designating Party to sanctions.

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

27 5.2 Manner and Timing of Designations: Except as otherwise provided in this Order (see, e.g.,
28 second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or

1 Discovery Material that qualifies for protection under this Order must be clearly so designated
2 before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

- 4 (a) for information in documentary form (e.g., paper or electronic documents, but
5 excluding transcripts of depositions or other pretrial or trial proceedings), that the
6 Producing Party affix the legend “CONFIDENTIAL” to each page that contains
7 protected material. If only a portion or portions of the material on a page qualifies
8 for protection, the Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the margins).
- 10 (b) A Party or Non-Party that makes original documents or materials available for
11 inspection need not designate them for protection until after the inspecting Party
12 has indicated which material it would like copied and produced. During the
13 inspection and before the designation, all of the material made available for
14 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
15 identified the documents it wants copied and produced, the Producing Party must
16 determine which documents, or portions thereof, qualify for protection under this
17 Order. Then, before producing the specified documents, the Producing Party must
18 affix the “CONFIDENTIAL” legend to each page that contains Protected
19 Material. If only a portion or portions of the material on a page qualifies for
20 protection, the Producing Party also must clearly identify the protected portion(s)
21 (e.g., by making appropriate markings in the margins). (b) for testimony given in
22 deposition or in other pretrial proceedings, that the Designating Party identify on
23 the record, before the close of the deposition, hearing, or other proceeding, all
24 protected testimony.
- 25 (c) for information produced in some form other than documentary and for any other
26 tangible items, that the Producing Party affix in a prominent place on the exterior
27 of the container or containers in which the information or item is stored the legend
28 “CONFIDENTIAL.” If only a portion or portions of the information or item

warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

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

6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

1 6.3 Judicial Intervention: To the extent that any applicable informal resolution procedures have been
2 designated by the court, the Parties will comply with those procedures. If the Parties cannot
3 resolve a challenge without court intervention, the Designating Party shall file and serve a
4 motion to retain confidentiality within 21 days of the initial notice of challenge or within 14 days
5 of the parties agreeing that the meet and confer process will not resolve their dispute, whichever
6 is earlier. Each such motion must be accompanied by a competent declaration affirming that the
7 movant has complied with the meet and confer requirements imposed in the preceding
8 paragraph. Failure by the Designating Party to make such a motion including the required
9 declaration within 21 days (or 14 days, if applicable) shall automatically waive the
10 confidentiality designation for each challenged designation. In addition, the Challenging Party
11 may file a motion challenging a confidentiality designation at any time if there is good cause for
12 doing so, including a challenge to the designation of a deposition transcript or any portions
13 thereof. Any motion brought pursuant to this provision must be accompanied by a competent
14 declaration affirming that the movant has complied with the meet and confer requirements
15 imposed by the preceding paragraph.

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

23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 7.1 Basic Principles: A Receiving Party may use Protected Material that is disclosed or produced by
25 another Party or by a Non-Party in connection with this case only for prosecuting, defending, or
26 attempting to settle this litigation. Such Protected Material may be disclosed only to the
27 categories of persons and under the conditions described in this Order or as otherwise required
28 by law, memoranda of understanding with other federal agencies available at

1 <http://www.eeoc.gov/laws/mous/index.cfm>, or regulations pertaining to the EEOC. When the
2 litigation has been terminated, a Receiving Party must comply with the provisions of section 13
3 below (FINAL DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items: Unless otherwise ordered by the court
7 or permitted in writing by the Designating Party, a Receiving Party may disclose any information
8 or item designated “CONFIDENTIAL” only to:

- 9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
10 employees of said Outside Counsel of Record to whom it is reasonably necessary
11 to disclose the information for this litigation and who have signed the
12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
13 A;
- 14 (b) the officers, directors, and employees (including House Counsel) of the Receiving
15 Party to whom disclosure is reasonably necessary for this litigation;
- 16 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
17 reasonably necessary for this litigation and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 19 (d) the court and its personnel;
- 20 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,
21 and Professional Vendors to whom disclosure is reasonably necessary for this
22 litigation and who have signed the “Acknowledgment and Agreement to Be
23 Bound” (Exhibit A);
- 24 (f) during their depositions, any non party or expert witnesses in the action to whom
25 disclosure is reasonably necessary and who have signed the “Acknowledgment
26 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
27 Designating Party or ordered by the court. Pages of transcribed deposition
28 testimony or exhibits to depositions that reveal Protected Material must be

1 separately bound by the court reporter and may not be disclosed to anyone except
2 as permitted under this Stipulated Protective Order.

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

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
6 **LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation that compels
8 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that
9 Party must:

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

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

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

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

25 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**
26 **LITIGATION**

27 (a) The terms of this Order are applicable to information produced by a Non-Party in
28 this action and designated as “CONFIDENTIAL.” Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and
2 relief provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

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

- 8 (1) promptly notify in writing the Requesting Party and the Non-Party that
9 some or all of the information requested is subject to a confidentiality
10 agreement with a Non-Party;
- 11 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
12 Order in this litigation, the relevant discovery request(s), and a reasonably
13 specific description of the information requested; and
- 14 (3) (3) make the information requested available for inspection by the Non-
15 Party.

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

24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material
26 to any person or in any circumstance not authorized under this Stipulated Protective Order, the
27 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
28 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material,

1 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
2 this Order, and (d) request such person or persons to execute the “Acknowledgment and
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
5 **MATERIAL**

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

14 **12. MISCELLANEOUS**

15 12.1 Right to Further Relief: Nothing in this Order abridges the right of any person to seek its
16 modification by the court in the future.

17 12.2 Right to Assert Other Objections: By stipulating to the entry of this Protective Order no Party
18 waives any right it otherwise would have to object to disclosing or producing any information or
19 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
20 any right to object on any ground to use in evidence of any of the material covered by this
21 Protective Order.

22 12.3 Filing Protected Material: Without written permission from the Designating Party or a court
23 order secured after appropriate notice to all interested persons, a Party may not file in the public
24 record in this action any Protected Material. A Party that seeks to file under seal any Protected
25 Material must comply with Local Rule 141. Protected Material may only be filed under seal
26 pursuant to a court order authorizing the sealing of the specific Protected Material at issue.
27 Pursuant to Local Rule 141, a sealing order will issue only upon a request establishing that the
28 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to

1 protection under the law. If a Receiving Party's request to file Protected Material under seal
2 pursuant to Local Rule 141 is denied by the court, then the Receiving Party may file the
3 information in the public record unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 Within 60 days after the final disposition of this action, as defined in paragraph 4 and/or the
6 EEOC's legal obligations regarding record retention, each Receiving Party must return all
7 Protected Material to the Producing Party or destroy such material. As used in this subdivision,
8 "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other
9 format reproducing or capturing any of the Protected Material. Whether the Protected Material is
10 returned or destroyed, the Receiving Party must submit a written certification to the Producing
11 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that
12 (1) identifies (by category, where appropriate) all the Protected Material that was returned or
13 destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
14 compilations, summaries or any other format reproducing or capturing any of the Protected
15 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
16 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
17 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
18 consultant and expert work product, even if such materials contain Protected Material. Any such
19 archival copies that contain or constitute Protected Material remain subject to this Protective
20 Order as set forth in Section 4 (DURATION). This provision is not intended to conflict with any
21 obligations dictated by federal law or regulations for the EEOC to maintain records following the
22 conclusion of this litigation. Any compliance of the EEOC with any such obligations shall not be
23 deemed a violation of this Protective Order.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: _____ /s/ Rumduol Vuong
3 Attorneys for Plaintiff

4 DATED: _____ /s/ Soo Cho
5 Attorneys for Defendant

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____ [print or
4 type full address], declare under penalty of perjury that I have read in its entirety and understand the
5 Stipulated Protective Order that was issued by the United States District Court for the Eastern District of
6 California on [date] in the case of _____ [**insert formal name of the case and the number and**
7 **initials assigned to it by the court**]. I agree to comply with and to be bound by all the terms of this
8 Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose
9 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
10 any manner any information or item that is subject to this Stipulated Protective Order to any person or
11 entity except in strict compliance with the provisions of this Order.

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

15 I hereby appoint _____ [print or type full name] of
16 _____ [print or type full address and telephone number] as my
17 California agent for service of process in connection with this action or any proceedings related to
18 enforcement of this Stipulated Protective Order.

19 Date: _____

20 City and State where sworn and signed: _____

21 Printed name: _____

22 Signature: _____

ORDER

Pursuant to the parties' stipulation, this stipulated protective order is issued.

IT IS SO ORDERED.

Dated: March 11, 2015

/s/ Sheila K. Oberto
UNITED STATES MAGISTRATE JUDGE

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