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9 INDIAN RIVER TRANSPORT CO.

10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF CALIFORNIA

13 TODD SHOOK, HERSCHEL
14 BERRINGER on behalf of himself and all
others similarly situated, and on behalf of
15 all other “aggrieved” employees,

16 Plaintiffs,

17 v.

18 INDIAN RIVER TRANSPORT CO., a
Florida Corporation, and DOES 1-10
19 inclusive,

20 Defendants.

Case No. 1:14-CV-01415-WBS-BAM

STIPULATED PROTECTIVE ORDER

21
22 1. PURPOSES AND LIMITATIONS

23 Disclosure and discovery activity in this action are likely to involve production of
24 confidential, proprietary, or private information for which special protection from public disclosure
25 and from use for any purpose other than prosecuting this litigation may be warranted. Specifically,
26 the Parties seek to protect information exchanged in this litigation pertaining to compensation and
27 payroll information, personnel records, employee data, employee schedules, employee training
28 materials, employee complaints, internal investigations, audits, financial records, internal policies

1 and procedures, business planning information, budgets, floor plans, internal compliance materials,
2 marketing information, and private contracts because Defendant has a legal obligation to protect
3 private information pertaining to its employees. This protection should be addressed by a court
4 order, as opposed to a private agreement between or among the parties, in order to sufficiently
5 protect Defendant's employees' information. Accordingly, the Parties hereby stipulate to and
6 petition the court to enter the following Stipulated Protective Order.

7 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 use
9 extends only to the limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that
11 this Stipulated Protective Order does not entitle them to file confidential information under seal;
12 Civil Local Rules 140 and 141 set forth the procedures that must be followed and the standards that
13 will be applied when a party seeks permission from the court to file material under seal.

14 2. DEFINITIONS

15 2.1 "ATTORNEYS' EYES ONLY" Information or Items: information (regardless of how
16 it is generated, stored or maintained) or tangible things that may be viewed only by Outside Counsel
17 of Record and may not be shown to any Non-Party or Party (including its House Counsel) other than
18 the Designating Party. "ATTORNEYS' EYES ONLY" information will include, but is not limited
19 to, the list of putative class members, or any other list of Defendant's employees and contact
20 information.

21 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
22 information or items under this Order.

23 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is
24 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
25 Civil Procedure 26(c), as well as confidential or sensitive proprietary, business, commercial or
26 personal information, including, but not limited to, compensation and payroll information, personnel
27 records, employee data, employee schedules, employee training materials, employee complaints,
28 internal investigations, audits, financial records, internal policies and procedures, business planning

1 information, budgets, floor plans, internal compliance materials, marketing information, and private
2 contracts.

3 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
4 as their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or items that it
6 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “ATTORNEYS’
7 EYES ONLY.”

8 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
9 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
10 transcripts, and tangible things), that are produced or generated in disclosures or responses to
11 discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
13 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
14 consultant in this action.

15 2.8 House Counsel: attorneys who are employees of a Party to this action. House
16 Counsel does not include Outside Counsel of Record or any other outside counsel.

17 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
18 entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this action
20 but are retained to represent or advise a Party to this action and have appeared in this action on
21 behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

22 2.11 Party: any party to this action, including all of its officers, directors, employees,
23 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

24 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
25 Material in this action.

26 2.13 Professional Vendors: persons or entities that provide litigation support services
27 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
28 storing, or retrieving data in any form or medium) and their employees and subcontractors.

1 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
2 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

3 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 3. SCOPE

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

18 4. DURATION

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

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
27 Non-Party that designates information or items for protection under this Order must take care to
28 limit any such designation to specific material that qualifies under the appropriate standards. The

1 Designating Party must designate for protection only those parts of material, documents, items, or
2 oral or written communications that qualify – so that other portions of the material, documents,
3 items, or communications for which protection is not warranted are not swept unjustifiably within
4 the ambit of this Order.

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

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

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
13 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
14 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
15 designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents, but
18 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
19 affix the legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” to each page that contains
20 Protected Material. If only a portion or portions of the material on a page qualifies for protection, the
21 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
22 markings in the margins).

23 A Party or Non-Party that makes original documents or materials available for inspection
24 need not designate them for protection until after the inspecting Party has indicated which material it
25 would like copied and produced. During the inspection and before the designation, all of the material
26 made available for inspection shall be deemed “CONFIDENTIAL” and/or “ATTORNEYS’ EYES
27 ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the
28 Producing Party must determine which documents, or portions thereof, qualify for protection under

1 this Order. Then, before producing the specified documents, the Producing Party must affix the
2 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” legend to each page that contains Protected
3 Material. If only a portion or portions of the material on a page qualifies for protection, the
4 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
5 markings in the margins).

6 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
7 the Designating Party identify on the record, before the close of the deposition, hearing, or other
8 proceeding, all Protected Material.

9 (c) for information produced in some form other than documentary and for any
10 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
11 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
12 and/or “ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or item
13 warrant protection, the Producing Party, to the extent practicable, shall identify the protected
14 portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
16 designate qualified information or items does not, standing alone, waive the Designating Party’s
17 right to secure protection under this Order for such material. Upon timely correction of a
18 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
19 accordance with the provisions of this Order.

20 6. CHALLENGING “CONFIDENTIAL” AND “ATTORNEYS’ EYES ONLY”
21 DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
23 “CONFIDENTIAL” OR “ATTORNEYS EYES ONLY” at any time. Unless a prompt challenge to a
24 Designating Party’s designation is necessary to avoid foreseeable, substantial unfairness,
25 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not
26 waive its right to challenge a confidentiality designation by electing not to mount a challenge
27 promptly after the original designation is disclosed.
28

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
2 by providing written notice of each designation it is challenging and describing the basis for each
3 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
4 recite that the challenge is being made in accordance with this specific paragraph of the Protective
5 Order. The Parties shall attempt to resolve each challenge in good faith and must begin the process
6 by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)
7 within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the
8 basis for its belief that the confidentiality designation was not proper and must give the Designating
9 Party an opportunity to review the designated material, to reconsider the circumstances, and, if no
10 change in designation is offered, to explain the basis for the chosen designation. A Challenging Party
11 may proceed to the next stage of the challenge process only if it has engaged in this meet and confer
12 process first or establishes that the Designating Party is unwilling to participate in the meet and
13 confer process in a timely manner.

14 6.3 Judicial Intervention. Unless otherwise provided by an applicable order, if the Parties
15 cannot resolve a challenge without court intervention, the Designating Party shall file and serve a
16 motion to retain confidentiality under Local Rule 141.1 within 21 days of the initial notice of
17 challenge or within 14 days of the Parties agreeing that the meet and confer process will not resolve
18 their dispute, whichever is earlier. Each such motion must be accompanied by a competent
19 declaration affirming that the movant has complied with the meet and confer requirements imposed
20 in the preceding paragraph. Failure by the Designating Party to make such a motion including the
21 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the
22 confidentiality designation for each challenged designation. In addition, the Challenging Party may
23 file a motion challenging a confidentiality designation at any time if there is good cause for doing so,
24 including a challenge to the designation of a deposition transcript or any portions thereof. Any
25 motion brought pursuant to this provision must be accompanied by a competent declaration
26 affirming that the movant has complied with the meet and confer requirements imposed by the
27 preceding paragraph.

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

8 6.4 The Parties agree they will not challenge the designation of the putative class list, or
9 any other list of Defendant’s employees and contact information, as “CONFIDENTIAL” and/or
10 “ATTORNEYS’ EYES ONLY.”

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
13 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
14 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
15 the categories of persons and under the conditions described in this Order. When the litigation has
16 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
17 DISPOSITION).

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

20 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
21 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
22 information or item designated “CONFIDENTIAL” only to:

23 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
24 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
25 information for this litigation;

26 (b) the officers, directors, and employees (including House Counsel) of the
27 Receiving Party to whom disclosure is reasonably necessary for this litigation;

28 (c) real parties in interest to this action;

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

4 (e) the court and its personnel;

5 (f) 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 and
7 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (g) 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 under
13 this Stipulated Protective Order.

14 (h) 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 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise
17 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
18 disclose any information or item designated “ATTORNEYS’ EYES ONLY” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
20 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
21 information for this litigation;

22 (b) the author or recipient of a document containing the information or a
23 custodian or other person who otherwise possessed or knew the information.

24 7.4 Contact with Members of the Putative Class List by Outside Counsel of Record for
25 the Parties. The Parties agree that contact by Outside Counsel of Record for the Parties with
26 members of the putative class list, which will be designated as “ATTORNEYS’ EYES ONLY,” will:

27 (a) be neutral;

28 (b) advise potential class members that they have a right not to talk to counsel;

1 (c) advise potential class members that, if they elect not to talk to counsel, the
2 Outside Counsel of Record for the Parties will terminate the contact and not contact them again;

3 (d) advise potential class members that Defendant was compelled to disclose the
4 contact information, that the communication is highly confidential, and include contact information
5 of counsel for Defendant, accompanied by a warning that Defendant's counsel does not represent
6 potential class members.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
8 LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation that compels
10 disclosure of any information or items designated in this action as "CONFIDENTIAL" or
11 "ATTORNEYS' EYES ONLY," that Party must:

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

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

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

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

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
2 LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this action and designated as “CONFIDENTIAL” and/or “ATTORNEYS’ EYES ONLY.”
5 Such information produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be construed as
7 prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce a
9 Non-Party’s Protected Material in its possession, and the Party is subject to an agreement with the
10 Non-Party not to produce the Non-Party’s Protected Information, then the Party shall:

11 (1) promptly notify in writing the Requesting Party and the Non-Party that
12 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

13 (2) promptly provide the Non-Party with a copy of the Stipulated
14 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
15 description of the information requested; and

16 (3) make the information requested available for inspection by the Non-
17 Party.

18 (c) If the Non-Party fails to object or seek a protective order from this court
19 within 14 days of receiving the notice and accompanying information, the Receiving Party may
20 produce the Non-Party’s Protected Material responsive to the discovery request. If the Non-Party
21 timely seeks a protective order, the Receiving Party shall not produce any Protected Material in its
22 possession or control that is subject to the confidentiality agreement with the Non-Party before a
23 determination by the court.¹ Absent a court order to the contrary, the Non-Party shall bear the burden
24 and expense of seeking protection in this court of its Protected Material.

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26
27
28 ¹ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party
and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
10 MATERIAL

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

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
21 its modification by the court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
23 no Party waives any right it otherwise would have to object to disclosing or producing any
24 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
25 Party waives any right to object on any ground to use in evidence of any of the material covered by
26 this Protective Order.

27 12.3 Filing Protected Material. Without written permission from the Designating Party or a
28 court order secured after appropriate notice to all interested persons, a Party may not file in the

1 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
2 Material must comply with Civil Local Rules 140 and 141. If a Receiving Party's request to file
3 Protected Material under seal pursuant to Civil Local Rules 140 and 141 is denied by the court, then
4 the Receiving Party may file the information in the public record unless otherwise instructed by the
5 court.

6 12.4 Use of Employee Contact Information. The Parties agree that any employee contact
7 information produced during this case, including current and former employee home addresses and
8 telephone numbers, may only be used in connection with this case for prosecuting, defending, or
9 attempting to settle this litigation or related litigation. Provided, however, it shall not be a violation
10 of this Order for Outside Counsel of Record for Plaintiffs to use this information to communicate
11 with class members.

12 13. FINAL DISPOSITION

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: June 25, 2015

/s/ Michelle Christian
Andrew Spurchise
Michelle Christian
Littler Mendelson, P.C.
Attorneys for Defendant Indian River Transport Co.

DATED: June 24, 2015

/s/ Adrienne DeCastro
Aashish Y. Desai
Adrienne De Castro
Desai Law Firm, P.C.
Attorneys for Plaintiffs

I, the filer of this document, attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

DATED: June 25, 2015

/s/ Michelle Christian
Michelle Christian
Littler Mendelson, P.C.
Attorneys for Defendant Indian River Transport Co.

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that
5 I have read in its entirety and understand the Stipulated Protective Order that was issued by the
6 United States District Court for the Eastern District of California in the case of *Todd Shook, et al. v.*
7 *Indian River Transport, Co.*, Case No. 1:14-CV-01415-WBS-BAM. I agree to comply with and to
8 be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that
9 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I
10 solemnly promise that I will not disclose in any manner any information or item that is subject to this
11 Stipulated Protective Order to any person or entity except in strict compliance with the provisions of
12 this Order.

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

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

20
21 Date: _____

22
23 City and State where sworn and signed: _____

24 Printed name: _____
25 [printed name]

26 Signature: _____
27 [signature]

28 Firmwide:134200853.3 081867.1002

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ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

IT IS SO ORDERED.

Dated: June 29, 2015

/s/ Barbara A. McAuliffe
UNITED STATES MAGISTRATE JUDGE