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16 DERRICK LEWIS, JERRY LEININGER, KRISTOPHER SPRING, JERRY WOOD, CAPELLI  
17 BURLESS, ROBERT HASKINS, DOUGLAS LUIS, NICHOLAS RICH, LATRINA  
18 PHILLIPS, ET AL.

19 **UNITED STATES DISTRICT COURT**

20 **EASTERN DISTRICT OF CALIFORNIA**

21 JABIR SINGH, BANY LOPEZ, JULIO ) Lead Case No.: 1:15-cv-01497-DAD-BAM  
22 VIDRIO, JAMES SLIGER, DERRICK )  
23 LEWIS, JERRY LEININGER, ) **MODIFIED STIPULATION AND**  
24 KRISTOPHER SPRING, JERRY WOOD, ) **PROTECTIVE ORDER AS AMENDED**  
25 CAPELLI BURLESS, ROBERT HASKINS, ) **BY THEC OURT**  
26 and DOUGLAS LUIS, )

27 Plaintiffs,

28 v.

ROADRUNNER INTERMODAL )  
SERVICES, LLC; CENTRAL CAL )  
TRANSPORTATION, LLC.; MORGAN )

1 SOUTHERN, INC., and DOES 1-100, )  
inclusive, )  
2 Defendants. )

3 )  
4 NICHOLAS E. RICH, an individual, on )  
behalf of himself and all others similarly )  
5 situated, )  
6 Plaintiffs, )  
7 v. )

Member Case No.: 1:16-CV-01900-DAD-BAM

8 ROADRUNNER INTERMODAL )  
9 SERVICES, LLC; CENTRAL CAL )  
10 TRANSPORTATION, LLC.; MORGAN )  
SOUTHERN, INC.; and DOES 1 through )  
11 50, inclusive )  
12 Defendants. )

13 LATRINA PHILLIPS, individually, and on )  
14 behalf of other members of the general )  
public similarly situated, )  
15 Plaintiffs, )  
16 v. )

Member Case No.: 1:17-cv-00164-DAD-BAM

17 ROADRUNNER INTERMODAL )  
18 SERVICES, LLC and MORGAN )  
19 SOUTHERN, INC., DOING BUSINESS AS )  
20 MORGAN SOUTHERN TRUCKING; and )  
DOES 1 to 100, inclusive, )  
21 Defendants. )

22 )  
23 1. PURPOSES AND LIMITATIONS

24 Disclosure and discovery activity in these three Actions are likely to involve production  
25 of confidential, proprietary, or private information for which special protection from public  
26 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
27 Accordingly, the Parties to all three above-captioned Actions hereby stipulate to and petition the  
28 court to enter the following Stipulated Protective Order. The Parties acknowledge that this

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

8 2. DEFINITIONS

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

11 2.2. Class Contact Information: the names and most current or last known address  
12 and telephone numbers for Putative Class Members.

13 2.3. Class Period: Is February 9, 2011, which is four years preceding the filing of the  
14 first-filed Action of these three Actions, *Singh et al. v. Roadrunner Intermodal et al.*, Case No.  
15 1:15-cv-01497-DAD-BAM, to the present.

16 2.4 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
17 generated, stored or maintained) or tangible things that qualify for protection under Federal  
18 Rule of Civil Procedure 26(c).

19 2.5 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
20 well as their support staff).

21 2.6 Designating Party: a Party or Non-Party that designates information or items  
22 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

23 2.7 Disclosure or Discovery Material: all items or information, regardless of the  
24 medium or manner in which it is generated, stored, or maintained (including, among other  
25 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures  
26 or responses to discovery in this matter.

27 2.8 Expert: a person with specialized knowledge or experience in a matter pertinent  
28 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or

1 as a consultant in these three Actions.

2 2.9 House Counsel: attorneys who are employees of a Party to these three Actions.  
3 House Counsel does not include Outside Counsel of Record or any other outside counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association, or other  
5 legal entity not named as a Party to these three Actions.

6 2.11 Outside Counsel of Record: attorneys who are not employees of a Party to these  
7 three Actions but are retained to represent or advise a Party to these three Actions and have  
8 appeared in these three Actions on behalf of that Party or are affiliated with a law firm which  
9 has appeared on behalf of that Party.

10 2.12 Party: any Party to these three Actions, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
12 staffs).

13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
14 Material in these three Actions.

15 2.14 Professional Vendors: persons or entities that provide litigation support services  
16 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
17 organizing, storing, or retrieving data in any form or medium) and their employees and  
18 subcontractors.

19 2.15 Protected Material: any Disclosure or Discovery Material that is designated as  
20 “CONFIDENTIAL.”

21 2.16. Putative Class Member: all current and former drivers, who Defendants labeled  
22 as independent contractors or owner-operators, who have driven for Defendants in the state of  
23 California at any time since February 9, 2011.

24 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
25 Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected  
28 Material (as defined above), but also (1) any information copied or extracted from Protected

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

12 4. DURATION

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

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
22 Party or Non-Party that designates information or items for protection under this Order must  
23 take care to limit any such designation to specific material that qualifies under the appropriate  
24 standards. The Designating Party must designate for protection only those parts of material,  
25 documents, items, or oral or written communications that qualify, so that other portions of the  
26 material, documents, items, or communications for which protection is not warranted are not  
27 swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
2 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
3 unnecessarily encumber or retard the case development process or to impose unnecessary  
4 expenses and burdens on other Parties) expose the Designating Party to sanctions. If it comes to  
5 a Designating Party's attention that information or items that it designated for protection do not  
6 qualify for protection, that Designating Party must promptly notify all other Parties that it is  
7 withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
9 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
10 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly  
11 so designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

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

19 A Party or Non-Party that makes original documents or materials available for  
20 inspection need not designate them for protection until after the inspecting Party has indicated  
21 which material it would like copied and produced. During the inspection and before the  
22 designation, all of the material made available for inspection shall be deemed  
23 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied  
24 and produced, the Producing Party must determine which documents, or portions thereof,  
25 qualify for protection under this Order. Then, before producing the specified documents, the  
26 Producing Party must affix the "CONFIDENTIAL" legend to each page that contains Protected  
27 Material. If only a portion or portions of the material on a page qualifies for protection, the  
28 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate

1 markings in the margins).

2 (b) For testimony given in deposition or in other pretrial or trial proceedings, that the  
3 Designating Party identify on the record, before the close of the deposition, hearing, or other  
4 proceeding, all protected testimony.

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

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
11 designate qualified information or items does not, standing alone, waive the Designating Party’s  
12 right to secure protection under this Order for such material. Upon timely correction of a  
13 designation, the Receiving Party must make reasonable efforts to assure that the material is  
14 treated in accordance with the provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
17 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
18 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
19 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
20 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
21 original designation is disclosed.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
23 process by providing written notice of each designation it is challenging and describing the  
24 basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the  
25 written notice must recite that the challenge to confidentiality is being made in accordance with  
26 this specific paragraph of the Protective Order. The Parties shall attempt to resolve each  
27 challenge in good faith and must begin the process by conferring directly (in voice to voice  
28 dialogue; other forms of communication are not sufficient) within 14 days of the date of service

1 of notice. In conferring, the Challenging Party must explain the basis for its belief that the  
2 confidentiality designation was not proper and must give the Designating Party an opportunity  
3 to review the designated material, to reconsider the circumstances, and, if no change in  
4 designation is offered, to explain the basis for the chosen designation. A Challenging Party may  
5 proceed to the next stage of the challenge process only if it has engaged in this meet and confer  
6 process first or establishes that the Designating Party is unwilling to participate in the meet and  
7 confer process in a timely manner.

8           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
9 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
10 Civil Local Rule 141.1 (and in compliance with Civil Local Rule 141, if applicable) within 21  
11 days of the initial notice of challenge or within 14 days of the Parties agreeing that the meet and  
12 confer process will not resolve their dispute, whichever is earlier. Each such motion must be  
13 accompanied by a competent declaration affirming that the movant has complied with the meet  
14 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party  
15 to make such a motion including the required declaration within 21 days (or 14 days, if  
16 applicable) shall automatically waive the confidentiality designation for each challenged  
17 designation. In addition, the Challenging Party may file a motion challenging a confidentiality  
18 designation at any time if there is good cause for doing so, including a challenge to the  
19 designation of a deposition transcript or any portions thereof. Any motion brought pursuant to  
20 this provision must be accompanied by a competent declaration affirming that the movant has  
21 complied with the meet and confer requirements imposed by the preceding paragraph.

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

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed  
3 or produced by another Party or by a Non-Party in connection with this case only for  
4 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
5 disclosed only to the categories of persons and under the conditions described in this Order.  
6 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
7 section 14 below (FINAL DISPOSITION).

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

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
11 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
12 disclose any information or item designated “CONFIDENTIAL” only to:

13 (a) The Receiving Party’s Outside Counsel of Record in these three Actions, as well as  
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
15 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
16 Bound” that is attached hereto as Exhibit A;

17 (b) The officers, directors, and employees (including House Counsel) of the Receiving  
18 Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

23 (d) The court and its personnel;

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

27 (f) During their depositions, witnesses in the action to whom disclosure is reasonably  
28 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit

1 A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
2 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must  
3 be separately bound by the court reporter and may not be disclosed to anyone except as  
4 permitted under this Stipulated Protective Order; and

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

7 8. USE OF CLASS CONTACT INFORMATION.

8 8.1. The Class Contact Information was produced to Plaintiffs' Counsel by order of the  
9 Court. Dkt. No. 96. The Class Contact Information contains the names, addresses, and  
10 telephone numbers of Putative Class Members. The Parties agree that this information is  
11 rightfully designated as "confidential," regardless of whether the documents containing the  
12 information have been labeled as such.

13 8.2. The Parties stipulate that Plaintiffs' Counsel will advise putative class members  
14 during any initial contact that the putative class member has the right not to speak to counsel  
15 and that, if he or she elects not to speak to counsel, Plaintiffs' counsel will terminate the contact  
16 and not contact them again. Similarly, if at any time following any initial contact a putative  
17 class member states that he or she no longer wishes to speak to Plaintiffs' Counsel, Plaintiffs'  
18 Counsel will terminate the contact and not contact them again. The agreement not to contact  
19 them again, does not, and is not intended to limit, the Parties' right to subpoena the Putative  
20 Class Member to testify at a deposition or trial.

21 8.3. Plaintiffs' Counsel, and or their agents, will advise putative class members during  
22 any initial contact that the Defendants disclosed their contact information solely in compliance  
23 with the Court's Order to provide the information, that the Court has not made any  
24 determination whatsoever as to the merits of any claim or whether a class should be certified,  
25 and that Plaintiffs' Counsel will keep the contact information strictly confidential.

26 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
27 LITIGATION

28 If a Party is served with a subpoena or a court order issued in other litigation that

1 compels disclosure of any information or items designated in these three Actions as  
2 “CONFIDENTIAL,” that Party must:

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

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

9 (c) Cooperate with respect to all reasonable procedures sought to be pursued by the  
10 Designating Party whose Protected Material may be affected. If the Designating Party timely  
11 seeks a protective order, the Party served with the subpoena or court order shall not produce any  
12 information designated in these three Actions as “CONFIDENTIAL” before a determination by  
13 the court from which the subpoena or order issued, unless the Party has obtained the  
14 Designating Party’s permission. The Designating Party shall bear the burden and expense of  
15 seeking protection in that court of its confidential material—and nothing in these provisions  
16 should be construed as authorizing or encouraging a Receiving Party in these three Actions to  
17 disobey a lawful directive from another court.

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

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

25 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
26 Party’s confidential information in its possession, and the Party is subject to an agreement with  
27 the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

28 (1) Promptly notify in writing the Requesting Party and the Non-Party that some

1 or all of the information requested is subject to a confidentiality agreement with a Non-  
2 Party;

3 (2) Promptly provide the Non-Party with a copy of the Stipulated Protective  
4 Order in this litigation, the relevant discovery request(s), and a reasonably specific  
5 description of the information requested; and

6 (3) Make the information requested available for inspection by the Non-Party.

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

14 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

22 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
23 MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
25 produced material is subject to a claim of privilege or other protection, the obligations of the  
26 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
27 provision is not intended to modify whatever procedure may be established in an e-discovery  
28 order that provides for production without prior privilege review. Pursuant to Federal Rule of

1 Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure of  
2 a communication or information covered by the attorney-client privilege or work product  
3 protection, the Parties may incorporate their agreement in the stipulated protective order  
4 submitted to the court.

5 13. MISCELLANEOUS

6 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
7 seek its modification by the court in the future.

8 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
9 Order no Party waives any right it otherwise would have to object to disclosing or producing  
10 any information or item on any ground not addressed in this Stipulated Protective Order.  
11 Similarly, no Party waives any right to object on any ground to use in evidence of any of the  
12 material covered by this Protective Order.

13 13.3 Filing Protected Material. Without written permission from the Designating  
14 Party or a court order secured after appropriate notice to all interested persons, a Party may not  
15 file in the public record in these three Actions any Protected Material. The Parties will meet  
16 and confer prior to the lodging of any Protected Material to confirm that the Designating Party  
17 wishes the Protected Material to be filed under seal; at that time, the Designating Party may  
18 withdraw the designation of confidentiality. A Party that seeks to file under seal any Protected  
19 Material must comply with Civil Local Rule 141. Protected Material may only be filed under  
20 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.  
21 Pursuant to Civil Local Rule 141, a sealing order will issue only upon a timely request by the  
22 Designating Party establishing that the Protected Material at issue is privileged, protectable as a  
23 trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to  
24 file Protected Material under seal pursuant to Civil Local Rule 141(d) is denied by the court,  
25 then the Receiving Party may file the information in the public record pursuant to Civil Local  
26 Rule 141 unless otherwise instructed by the court.

27 14. FINAL DISPOSITION

28 Within 60 days after the final disposition of these three Actions, as defined in paragraph

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

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16  
17 DATED: July 10, 2017

KABATECK BROWN KELLNER LLP

18 By:           /s/ Cheryl A. Kenner          

19 Co-counsel for Plaintiffs in the *Singh, Rich,*  
20 *and Phillips* actions

21  
22 DATED: July 10, 2017

WAGNER, JONES, KOPFMAN, & ARTENIAN LLP

23 By:           /s/ Daniel M. Kopfman          

24 Co-counsel for Plaintiffs in the *Singh, Rich,*  
25 *and Phillips* actions

26  
27  
28 DATED: July 10, 2017

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY,  
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By:           /s/A. Jack Finklea          

Attorneys for Defendants

**ORDER**

Having amended the parties' modified stipulated protective order filed on July 21, 2017 (Doc. 97) to comply with the requirements of Local Rules 141 and 141.1, IT IS HEREBY ORDERED that the above stipulation is APPROVED in its entirety.

IT IS SO ORDERED.

Dated:     July 25, 2017    

          /s/ Barbara A. McAuliffe            
UNITED STATES MAGISTRATE JUDGE