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15  
16 **UNITED STATES DISTRICT COURT**  
17 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

18 JEFFREY COX,  
19 Plaintiff,

20 v.

21 ROADRUNNER INTERMODAL SERVICES,  
22 LLC, a Delaware limited liability company,  
23 CENTRAL CAL TRANSPORTATION, LLC,  
24 a Delaware limited liability company, and  
DOES 1 through 50,  
25 Defendants.

26 AND RELATED COUNTERCLAIM.  
27  
28

Case No. 1:17-cv-01207-DAD-BAM

**STIPULATED PROTECTIVE ORDER**

*State Action Filed: July 25, 2017*  
*Removal Filed: September 7, 2017*

1           1.     PURPOSES AND LIMITATIONS

2           Disclosure and discovery activity in this action are likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure and from use for  
4 any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby  
5 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties  
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
7 discovery and that the protection it affords from public disclosure and use extends only to the limited  
8 information or items that are entitled to confidential treatment under the applicable legal principles. The  
9 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does  
10 not entitle them to file confidential information under seal; Local Rule 141 sets forth the procedures that  
11 must be followed and the standards that will be applied when a party seeks permission from the court to  
12 file material under seal.

13           2.     DEFINITIONS

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

16           2.2     “CONFIDENTIAL” Information or Items: information (regardless of how it is generated,  
17 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure  
18 26(c).

19           2.3     “ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential  
20 Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk  
21 of harm that could not be avoided by less restrictive means. Information designated ATTORNEYS’  
22 EYES ONLY cannot be shared with the attorneys’ clients, including parties to this action, unless and  
23 until this Court issues a Court Order specifically permitting its view by the particular party or parties  
24 named in any such order that may be entered.

25           2.4     Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as  
26 their support staff).

27           2.5     Designating Party: a Party or Non-Party that designates information or items that it  
28 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “ATTORNEYS’ EYES

1 ONLY.”

2 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or  
3 manner in which it is generated, stored, or maintained (including, among other things, testimony,  
4 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery  
5 in this matter.

6 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
7 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant  
8 in this action.

9 2.8 House Counsel: attorneys who are employees of a party to this action. House Counsel  
10 does not include Outside Counsel of Record or any other outside counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity  
12 not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action but  
14 are retained to represent or advise a party to this action and have appeared in this action on behalf of that  
15 party or are affiliated with a law firm which has appeared on behalf of that party.

16 2.11 Party: any party to this action, including all of its officers, directors, employees,  
17 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in  
19 this action.

20 2.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,  
21 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or  
22 retrieving data in any form or medium) and their employees and subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
24 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing  
26 Party.

27 3. SCOPE

28 The protections conferred by this Stipulation and Order cover not only Protected Material (as

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

12 4. DURATION

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

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-  
21 Party that designates information or items for protection under this Order must take care to limit any such  
22 designation to specific material that qualifies under the appropriate standards. The Designating Party  
23 must designate for protection only those parts of material, documents, items, or oral or written  
24 communications that qualify – so that other portions of the material, documents, items, or  
25 communications for which protection is not warranted are not swept unjustifiably within the ambit of this  
26 Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be  
28 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or

1 retard the case development process or to impose unnecessary expenses and burdens on other parties)  
2 expose the Designating Party to sanctions.

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

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
7 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
8 Discovery Material that qualifies for protection under this Order must be clearly so designated before the  
9 material is disclosed or produced.

10 Designation in conformity with this Order requires:

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

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

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

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

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate  
7 qualified information or items does not, standing alone, waive the Designating Party’s right to secure  
8 protection under this Order for such material. Upon timely correction of a designation, the Receiving  
9 Party must make reasonable efforts to assure that the material is treated in accordance with the provisions  
10 of this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
13 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
14 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a  
15 significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
16 confidentiality designation by electing not to mount a challenge promptly after the original designation is  
17 disclosed.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by  
19 providing written notice of each designation it is challenging and describing the basis for each challenge.  
20 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the  
21 challenge to confidentiality is being made in accordance with this specific paragraph of the Protective  
22 Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by  
23 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within  
24 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its  
25 belief that the confidentiality designation was not proper and must give the Designating Party an  
26 opportunity to review the designated material, to reconsider the circumstances, and, if no change in  
27 designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed  
28 to the next stage of the challenge process only if it has engaged in this meet and confer process first or

1 establishes that the Designating Party is unwilling to participate in the meet and confer process in a  
2 timely manner.

3           6.3    Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,  
4 the Designating Party shall file and serve a motion to retain confidentiality under Local Rule 230 (and in  
5 compliance with Local Rule 141, if applicable) within 21 days of the initial notice of challenge or within  
6 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever  
7 is earlier. Each such motion must be accompanied by a competent declaration affirming that the movant  
8 has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the  
9 Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if  
10 applicable) shall automatically waive the confidentiality designation for each challenged designation. In  
11 addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if  
12 there is good cause for doing so, including a challenge to the designation of a deposition transcript or any  
13 portions 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 imposed by  
15 the preceding paragraph.

16           The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
17 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary  
18 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
19 Designating Party has waived the confidentiality designation by failing to file a motion to retain  
20 confidentiality as described above, all parties shall continue to afford the material in question the level of  
21 protection to which it is entitled under the Producing Party's designation until the court rules on the  
22 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  
25 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
26 defending, or 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. When the litigation has been  
28 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL

1 DISPOSITION).

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

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the  
5 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or  
6 item designated “CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of  
8 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this  
9 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached  
10 hereto as Exhibit A;

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

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

17 (d) the court and its personnel;

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

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

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



1           7.3    Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may not disclose  
3 any information or item designated “ATTORNEYS’ EYES ONLY” to their client, a party, or non-party,  
4 with the exception that the following individuals may be provided reasonable and limited access to the  
5 designated information:

6           (a) the Receiving Party’s Counsel, as well as employees of said Counsel to whom it is  
7 reasonably necessary to disclose the information for this litigation;

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

11           (c) the Court and its personnel under seal as further described below in Section 12.3;

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

15           (e) the author or recipient of a document containing the information or a custodian or other  
16 person who otherwise properly possesses or knows the information.

17           Any person to whom Attorneys’ Eyes Only Information is disclosed pursuant to subparts (b), (d),  
18 and (e) shall be advised that the Attorneys’ Eyes Only Information is being disclosed pursuant to an  
19 Order of the Court, that the information may not be disclosed to any other person not permitted to have  
20 access to the Attorneys’ Eyes Only Information pursuant to this Stipulation and Order, and that any  
21 violation of this Stipulation and Order may result in the imposition of such sanctions as the Court deems  
22 proper.

23   8.    PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
24    LITIGATION

25           If a Party is served with a subpoena or a court order issued in other litigation that compels  
26 disclosure of any information or items designated in this action as “CONFIDENTIAL” or  
27 “ATTORNEYS’ EYES ONLY,” that Party must:

28           (a) promptly notify in writing the Designating Party. Such notification shall include a copy of

1 the subpoena or court order;

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

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

7 If the Designating Party timely seeks a protective order, the Party served with the subpoena or  
8 court order shall not produce any information designated in this action as “CONFIDENTIAL” or  
9 “ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order  
10 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall  
11 bear the burden and expense of seeking protection in that court of its confidential material – and nothing  
12 in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
13 disobey a lawful directive from another court. The Designating Party shall not bear the burden and  
14 expense of the Receiving Party who may oppose the Designating Party’s designation of  
15 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” information.

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

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

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

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

28 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this

1 litigation, the relevant discovery request(s), and a reasonably specific description of the information  
2 requested; and

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

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

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
20 MATERIAL

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

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its  
3 modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no  
5 Party waives any right it otherwise would have to object to disclosing or producing any information or  
6 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any  
7 right to object on any ground to use in evidence of any of the material covered by this Protective Order.

8 12.3 Filing Protected Material with the court. Any party intending to file with the court  
9 materials designated by any party as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” (“Protected  
10 Materials”) (including transcripts of depositions or portions thereof, documents produced in discovery,  
11 information obtained from inspection of premises or things, answers to interrogatories or requests for  
12 admissions, exhibits and all other documents that have previously been designated as containing  
13 confidential information, or any pleading or memorandum reproducing or containing such information)  
14 shall provide reasonable notice of such intent prior to such filing. If the party filing the Protected  
15 Materials with the court is the Designating Party for the Protected Materials, the party shall submit them  
16 for filing under seal with an accompanying request for leave to file under seal consistent with Local Rule  
17 141.

18 If the party filing the Protected Materials with the Court is not the Designating Party for the  
19 Protected Materials, unless written permission to file the documents is obtained from the Designating  
20 Party, the party shall submit them for filing under seal consistent with Local Rule 141 with a statement  
21 on the first page, directly under the case number: “FILED UNDER SEAL UNDER COURT ORDER  
22 (ECF No. ) REQUEST FOR LEAVE TO FOLLOW.” The Parties will then have five (5) days to  
23 provide the court with either a Joint Motion or Stipulation, or alternatively, the Designating Party shall  
24 have five (5) days, from the days from service of the documents to file with the court a request to seal the  
25 Protected Materials. If no such motion is filed, the court shall unseal the documents.

26 Any requests to seal documents must establish that there is “compelling reason” for the sealing  
27 and otherwise meets the standards for sealing identified in *Kamakana v. City and County of Honolulu*,  
28 447 F.3d 1172 (9th Cir. 2006), and *Center for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097

1 (9th Cir. 2016). If the court determines the request to seal documents does not meet such standards, the  
2 documents shall be unsealed.

3 13. FINAL DISPOSITION

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

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19  
20 DATED: January 24, 2018

SAGASER, WATKINS & WIELAND PC

21  
22 By: /s/ Ian B. Wieland (as authorized on January 24, 2018)

23 Howard A. Sagaser  
24 Ian B. Wieland  
25 Christopher M. Rusca  
26 Attorneys for JEFFREY COX

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1 DATED: January 24, 2018

GREENBERG TRAURIG, LLP

2  
3 By: /s/ James M. Nelson

James M. Nelson  
Michelle L. DuCharme  
Attorneys for ROADRUNNER INTERMODAL  
SERVICES, LLC and CENTRAL CAL  
TRANSPORTATION, LLC

6 EXHIBIT A

7 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

8 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or  
9 type full address], declare under penalty of perjury that I have read in its entirety and understand the  
10 Stipulated Protective Order that was issued by the United States District Court for the Eastern District of  
11 California on \_\_\_\_\_ [date] in the case of *Jeffrey Cox v. Roadrunner Intermodal Services, LLC,*  
12 *et al.*, Case No. 1:17-cv-01207-DAD-BAM. I agree to comply with and to be bound by all the terms of  
13 this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose  
14 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in  
15 any manner any information or item that is subject to this Stipulated Protective Order to any person or  
16 entity except in strict compliance with the provisions of this Order.

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

20 I hereby appoint \_\_\_\_\_ [print or type full name] of  
21 \_\_\_\_\_ [print or type full address and telephone number] as my  
22 California agent for service of process in connection with this action or any proceedings related to  
23 enforcement of this Stipulated Protective Order.

24  
25 Date: \_\_\_\_\_

26  
27 City and State where sworn and signed: \_\_\_\_\_

1 Printed name: \_\_\_\_\_

2  
3 Signature: \_\_\_\_\_

4  
5 **ORDER**

6 The Court adopts the stipulated protective order submitted by the parties. However, in addition to  
7 the above stipulation, the parties are advised that pursuant to the Local Rules of the United States  
8 District Court, Eastern District of California, any documents to be filed under seal and specifically  
9 the documents referred to in paragraph 12.3 by a non “designating party” must be accompanied by a  
10 written request which complies with Local Rule 141 prior to sealing. The party making a request to  
11 file documents under seal shall be required to show good cause for documents attached to a  
12 nondispositive motion or compelling reasons for documents attached to a dispositive motion. *Pintos*  
13 *v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-78 (9th Cir. 2009). Within five (5) days of any  
14 approved document filed under seal, the party shall file a redacted copy of the sealed document. The  
15 redactions shall be narrowly tailored to protect only the information that is confidential or was deemed  
16 confidential.

17 IT IS SO ORDERED.

18 Dated: January 29, 2018

19 /s/ Barbara A. McAuliffe  
20 UNITED STATES MAGISTRATE JUDGE