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 DOE III, JOHN DOE IV, AND JOHN DOE V

6 [ADDITIONAL COUNSEL ON SIGNATURE PAGE]
 7

8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA

10
 11 JOHN DOE I, JOHN DOE II, JOHN DOE III,
 JOHN DOE IV, AND JOHN DOE V,

12 Plaintiffs,

13 v.
 14

15 PURE FOREST, LLC, JEFF WADSWORTH,
 OWEN WADSWORTH,

16 Defendants.

Case No. 2:14-cv-00879-KJM-CMK

**STIPULATION AND]
 PROTECTIVE ORDER**

17 PURE FOREST, LLC; JEFF WADSWORTH;
 18 and OWEN WADSWORTH,
 Third-Party Complainants,

19 v.
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21 JOSE LUIS OSORIO, an individual;
 GUADALUPE AMADOR, an individual;
 22 FUTURE REFORESTATION, LLC, a limited
 liability company; and ROES 1 through 10,
 inclusive,
 23 Third-Party Defendants.

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1 **1. PURPOSE AND LIMITATIONS**

2 Based on fear of physical harm to themselves and their family members, Plaintiffs John
3 Doe I, John Doe II, John Doe III, John Doe IV, and John Doe V (collectively, “Plaintiffs”) moved
4 to proceed in this action under pseudonyms. By order dated June 17, 2014, the Court granted
5 Plaintiffs’ motion, ordering that “Plaintiffs need not reveal their identities in any public filing
6 herein or to defendants.” (Order (6/17/14), Doc. No. 13.)

7 The disclosure of information, the production of documents and other materials, and the
8 taking of depositions during discovery in this matter will include information that indirectly or
9 directly discloses Plaintiffs’ identities, which are (pursuant to the Courts’ order) entitled to special
10 protection from disclosure to the public or to defendants. In addition, discover in this matter may
11 include confidential or private information entitled to special protection from public disclosure.
12 To facilitate discovery, Plaintiffs, Defendants and Third-Party Complainants Pure Forest, LLC,
13 Jeff Wadsworth, and Owen Wadsworth (collectively “Defendants”), and Third-Party Defendants
14 Jose Luis Osorio, Guadalupe Amador, and Future Reforestation, LLC (collectively “Third-Party
15 Defendants”), hereby stipulate to and petition the Court to enter the following Stipulated
16 Protective Order (the “Protective Order”).

17 **2. DEFINITIONS**

18 2.1 Party: any party to this action and its affiliated companies, including all officers,
19 directors, employees, consultants, retained experts, and outside counsel (and their
20 support staff) thereof.

21 2.2 Disclosure or Discovery Material: all documents, items, or other information,
22 regardless of the medium or manner in or through which such materials or
23 information were or are generated, stored, or maintained (including, among other
24 things, testimony, transcripts, or tangible things) that are produced or generated in
25 disclosures or responses to discovery in this matter.

26 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
27 generated, stored or maintained), testimony or tangible things obtained during
28 discovery in this action that reveal a trade secret, or other confidential research,

1 development, or financial information that is commercially sensitive, or that
2 otherwise is entitled to protective treatment under Fed. R. Civ. P. 26(c), and
3 personal information that is protected from disclosure by statute, regulation, or
4 otherwise is entitled to protection from public disclosure.

5 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
6 items: information (regardless of how generated, stored or maintained), testimony
7 or tangible things obtained during discovery in this action that would reveal,
8 directly or indirectly, any of Plaintiffs’ identities or “CONFIDENTIAL”
9 Information or Items the disclosure of which to another Party or non-party would
10 create a substantial risk of causing the Producing Party to suffer a significant
11 competitive or commercial disadvantage.

12 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a
13 Producing Party in this action.

14 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery
15 Material in this action.

16 2.7 Designating Party: a Party or non-party that designates Disclosure or Discovery
17 Material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY.”

19 2.8 Protected Material: any Disclosure or Discovery Material that is designated as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES
21 ONLY.”

22 2.9 Outside Counsel: attorneys, paralegals and other support personnel who are not
23 employees of a Party, but who are retained to represent or advise a Party in this
24 action and are counsel of record in this action.

25 2.10 Expert: a person with specialized knowledge or experience in a matter pertinent to
26 the litigation, including his or her employees and support personnel, who has been
27 retained by a Party or its Counsel to serve as an expert witness or as a consultant in
28 this action. This definition includes without limitation professional jury or trial

1 consultants retained in connection with this litigation.

2 2.11 Professional Vendors: persons or entities that provide litigation support services
3 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
4 organizing, storing, retrieving data in any form or medium) and their employees
5 and subcontractors.

6 **3. SCOPE**

7 The protections conferred by this Protective Order cover not only Protected Material (as
8 defined above), but also any information copied or extracted therefrom, as well as all copies,
9 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by
10 Parties or Counsel to or in court or in other settings that might disclose Protected Material to
11 persons not authorized to receive such material.

12 **4. DURATION**

13 Even after the termination of this litigation, the confidentiality obligations imposed by this
14 Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a
15 court order otherwise directs.

16 **5. DESIGNATING PROTECTED MATERIAL**

17 5.1 Designating Disclosure or Discovery Material for Protection. Any Producing
18 Party may designate as “CONFIDENTIAL” any Disclosure or Discovery Material
19 that it produces and considers in good faith to be entitled to protection because it
20 reveals a trade secret or other confidential research, development, or financial
21 information that is commercially sensitive, or that otherwise is entitled to
22 protective treatment under Fed. R. Civ. P. 26(c), or personal information that is
23 protected from disclosure by statute, regulation, or otherwise is entitled to
24 protection from public disclosure. Any Producing Party may designate as
25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” any Disclosure or
26 Discovery Material that it produces and considers in good faith to be entitled to
27 protection because it may reveal, directly or indirectly, any of Plaintiffs’ identities.

28 If it comes to a Designating Party’s attention that any Disclosure or

1 Discovery Material that it designated for protection does not qualify for protection
2 at all, or do not qualify for the level of protection initially asserted, that Party or
3 non-party must promptly notify all other Parties that it is withdrawing the mistaken
4 designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in this
6 Protective Order (see, e.g., second paragraph of section 5.2(a), below), or as
7 otherwise stipulated or ordered, Disclosure or Discovery Material must be
8 designated for protection under this Protective Order by clearly designating the
9 material before it is disclosed or produced.

10 Designation pursuant to this Protective Order shall be accomplished as follows:

- 11 a. For information in documentary form (apart from transcripts of depositions
12 or other pretrial or trial proceedings), the Producing Party shall affix the
13 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” on each page that contains Protected
15 Material. Use of the legend “HIGHLY CONFIDENTIAL” shall be
16 construed as and shall have the same meaning and effect as use of the
17 legend “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

18 A Party or non-party that makes original documents or materials
19 available for inspection need not designate them for protection until after
20 the inspecting Party has indicated which material it would like copied and
21 produced. During the inspection and before the designation, all of the
22 material made available for inspection shall be deemed “HIGHLY
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting
24 Party has identified the documents it wants copied and produced, the
25 Producing Party must determine which documents, or portions thereof,
26 qualify for protection under this Protective Order, and, before producing
27 the specified documents, the Producing Party must affix the appropriate
28 legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY") on each page that contains Protected
2 Material.

- 3 b. For testimony given in deposition or in other pretrial or trial proceedings,
4 any Party or non-party offering or sponsoring the testimony may designate
5 the testimony as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
6 ATTORNEYS' EYES ONLY" by making a statement to that effect on the
7 record during the deposition or other pretrial or trial proceeding.
8 Alternatively, within thirty (30) days of receipt of a transcript or recording
9 of a deposition or other pretrial or trial proceeding, any Party or the
10 offering or sponsoring non-party may designate such transcript or
11 recording or any portion thereof as "CONFIDENTIAL" or "HIGHLY
12 CONFIDENTIAL – ATTORNEYS' EYES ONLY" by notifying all
13 Parties, in writing, of the specific pages and lines of the transcript or
14 recording that should be treated as "CONFIDENTIAL" or "HIGHLY
15 CONFIDENTIAL – ATTORNEYS' EYES ONLY." All transcripts or
16 recordings of depositions shall be treated as "HIGHLY CONFIDENTIAL
17 – ATTORNEYS' EYES ONLY" for thirty (30) days after receipt of the
18 transcript or recording, or until either written notice of a designation or
19 written notice that no designation will be made is received from all Parties,
20 whichever occurs first.

21 Transcript pages containing Protected Material must be separately
22 bound by the court reporter, who must affix to the top of each such page
23 the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
24 ATTORNEYS' EYES ONLY," as instructed by the Party or non-party
25 offering or sponsoring the witness or presenting the testimony.

- 26 c. For information produced in some form other than documentary, and for
27 any other tangible items, the Producing Party shall affix in a prominent
28 place on the exterior of the container or containers in which the

1 information or items are stored the legend “CONFIDENTIAL” or
2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only
3 portions of the information or item warrant protection, the Producing Party,
4 to the extent practicable, shall identify the protected portions, specifying
5 whether they qualify as “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7 5.3 Inadvertent Failures to Designate. Inadvertent failure to designate Disclosure or
8 Discovery Material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY” at the time of production shall not be deemed a
10 waiver of the Producing Party's right to so designate the Disclosure or Discovery
11 Material and may be remedied by supplemental written notice to the Receiving
12 Party. If such notice is given, all Disclosure and Discovery Material so designated
13 shall thereafter be fully subject to this Protective Order as if it had been initially
14 designated as Protected Material. After any designation is made in accordance
15 with this paragraph, Counsel for the Producing Party shall be responsible for
16 providing replacement copies of all previously unmarked copies of the Protected
17 Material. If Disclosure and Discovery Material is designated as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY” after it was initially produced, the Receiving Party, on timely notification
20 of the designation, must make reasonable efforts to assure that the designated
21 material is thereafter treated in accordance with the provisions of this Protective
22 Order. If Disclosure and Discovery Material subject to this paragraph is disclosed
23 prior to being designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
24 – ATTORNEYS’ EYES ONLY”, such disclosure shall be subject to the provisions
25 of Paragraph 9.

26 5.4 Upward Designation of Information or Items Produced by Other Parties or Non-
27 Parties. Subject to the standards of paragraph 5.1, a Party may upward designate
28 (i.e., change any Disclosure or Discovery Material produced without a designation

1 to a designation of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY” or designate any Disclosure or Discovery Material
3 produced as “CONFIDENTIAL” to a designation of “HIGHLY CONFIDENTIAL
4 – ATTORNEYS’ EYES ONLY”) any Disclosure or Discovery Material produced
5 by any other Party or non-party, provided that said Disclosure or Discovery
6 Material contains the upward designating Party’s own trade secrets or other
7 confidential research, development, financial, personal, or commercially sensitive
8 information, or otherwise is entitled to protective treatment under Fed. R. Civ. P.
9 26(c) or information that may reveal, directly or indirectly, any of Plaintiffs’
10 identities.

11 Upward designation shall be accomplished by providing written notice to
12 all Parties identifying (by document production number or other individually
13 identifiable information) the Disclosure or Discovery Material to be re-designated
14 within thirty (30) days after receipt of the production from the Producing Party.
15 Notwithstanding any other provision of this Protective Order, all Disclosure or
16 Discovery Material produced by a non-Party to this action shall be treated as
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” for thirty (30) days
18 after receipt of the production, or until either written notice of a designation or
19 written notice that no designation will be made is received from all Parties,
20 whichever occurs first. Failure to upward designate within thirty (30) days of
21 production, alone, will not prevent a Party from obtaining the agreement of all
22 Parties to upward designate certain Disclosure or Discovery Material or from
23 moving the Court for such relief. Any Party may object to the upward designation
24 of Disclosure or Discovery Material pursuant to the procedures set forth in
25 paragraph 6 regarding challenging designations.

26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s
28 confidentiality designation is necessary to avoid foreseeable substantial unfairness,

1 unnecessary economic burden, or a later significant disruption or delay of the
2 litigation, a Party does not waive its right to challenge a confidentiality designation
3 by electing not to mount a challenge promptly after the original designation is
4 made.

5 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
6 Party's confidentiality designation must do so in good faith and must begin the
7 process by conferring directly with Counsel for the Designating Party. In
8 conferring, the Designating Party must explain the basis for its confidentiality
9 designation. A challenging Party may proceed to the next stage of the challenge
10 process only if it has engaged in this meet and confer process first.

11 6.3 Confidential Information of Third Parties. In instances where a Party produces
12 information received from a third party that is claimed by that third party to be
13 confidential and such information is designated by the producing Party as
14 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY", and a receiving
15 Party seeks to challenge the confidentiality designation thereof, such Party shall
16 provide the third party with written notice of the challenge to enable the third party
17 a reasonable opportunity to oppose the challenge.

18 6.4 Judicial Intervention. A Party that elects to press a challenge to a confidentiality
19 designation after considering the justification offered by the Designating Party
20 may file and serve a motion with the court that identifies the challenged Disclosure
21 or Discovery Material and sets forth in detail the basis for the challenge. Each
22 such motion must be accompanied by a competent declaration that affirms that the
23 movant has complied with the meet and confer requirements imposed in the
24 preceding paragraph. It shall be the Designating Party's burden to show that its
25 designation is warranted.

26 Until the Court rules on the challenge, all parties shall continue to afford
27 the Disclosure or Discovery Material in question the level of protection to which it
28 is entitled under the Producing Party's designation.

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

2 7.1 Basic Principles. A Receiving Party may use Disclosure or Discovery Material
3 that is disclosed or produced by another Party or by a non-party only for
4 prosecuting, defending, or attempting to settle this litigation, and for no other
5 purpose. Protected Material may be disclosed only to the categories of persons
6 and under the conditions described in this Protective Order. When the litigation
7 has been terminated, a Receiving Party must comply with the provisions of section
8 13 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Protective Order. The restrictions on Disclosure or
12 Discovery Material shall not apply to information that, at or prior to production or
13 disclosure thereof in this action, is or was public knowledge as a result of
14 publication by one having the unrestricted right to do so, or which is otherwise in
15 the public domain. Nothing in this Protective Order shall in any way restrict the
16 use or dissemination by a Party or non-party of its own Protected Material.

17 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
18 ordered by the Court or permitted in writing by the Party or non-party whose
19 confidentiality interest is being protected by the designation of Disclosure or
20 Discovery Material as Protected Material, a Receiving Party may disclose any
21 information or item designated as “CONFIDENTIAL” only:

- 22 (a) to the Receiving Party's Outside Counsel of record in this action, as well as
23 attorneys, paralegals, law clerks, and support staff of said Outside Counsel
24 to whom it is reasonably necessary to disclose the information for this
25 litigation;
- 26 (b) to Experts or consultants to whom disclosure is reasonably necessary for
27 this litigation and who have signed an “Agreement to Be Bound by
28 Protective Order” in the form attached hereto as Exhibit A;

- 1 (c) to the Court and its personnel in this action, including any relevant
2 appellate court, in the event that any portion of this action is appealed;
3 (d) to court reporters, their staffs, and Professional Vendors to whom
4 disclosure is reasonably necessary for this litigation;
5 (e) to the author or recipient of the document or the original source of the
6 information.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

8 Information or Items. Unless otherwise ordered by the Court or permitted in
9 writing by the Party or non-party whose confidentiality interest is being protected
10 by the designation of Disclosure or Discovery Material as Protected Material, a
11 Receiving Party may disclose any information or items designated “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only:

- 13 (a) to the Receiving Party's Outside Counsel of record in this action, as well as
14 employees of said Outside Counsel to whom it is reasonably necessary to
15 disclose the information for this litigation;
16 (b) to Experts or consultants to whom disclosure is reasonably necessary for
17 this litigation and who have signed an “Agreement to Be Bound by
18 Protective Order” in the form attached hereto as Exhibit A;
19 (c) to the Court and its personnel in this action, including any relevant
20 appellate court, in the event that any portion of this action is appealed;
21 (d) to court reporters, their staffs, and Professional Vendors to whom
22 disclosure is reasonably necessary for this litigation; and
23 (e) to the author or recipient of the document or the original source of
24 information.

25 **8. FILING PROTECTED MATERIAL**

26 Without written permission from the Party or non-party whose confidentiality interest is
27 being protected by the designation of Disclosure or Discovery Material as Protected Material 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. If a Party wishes to submit any Protected
2 Material to the court in this action that has been designated as “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the Party shall comply with the procedures
4 of the United States District Court for the Eastern District of California. Unless directed by the
5 Court to do otherwise, the Party shall submit such Protected Material “under seal” by filing such
6 Protected Material in a sealed envelope or other appropriate sealed container, which envelope or
7 container shall be marked “CONFIDENTIAL MATERIAL FILED UNDER SEAL.”

8 **9. USE OF PROTECTED MATERIAL AT DEPOSITIONS**

9 If “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
10 material is disclosed at a deposition, only the court reporter and those persons who are authorized
11 by the terms of this Order to receive such material may be present.

12 **10. ADDITIONAL PROTECTIONS REGARDING PLAINTIFFS’ IDENTITIES**

13 10.1 Notwithstanding the provisions of section 9, no persons other than Outside
14 Counsel of record in this action and the court reporter may attend the depositions
15 of Plaintiffs. The cover page of the deposition of any Plaintiff shall identify that
16 Plaintiff by pseudonym.

17 10.2 Discovery requests, discovery responses, and correspondence shall refer to
18 Plaintiffs as John Doe I-V. Within five business days of the entry of this Order,
19 Plaintiffs shall provide to Defendants’ and Third-Party Defendants’ Outside
20 Counsel of record a key of Plaintiffs’ names and their respective pseudonyms.

21 10.3 Defendants’ and Third-Party Defendants’ Outside Counsel of record in this action
22 will also take precautions when communicating with their clients not to indirectly
23 or inadvertently reveal any of Plaintiffs’ identities.

24 **11. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
25 **OTHER LITIGATION**

26 If a Receiving Party is served with a subpoena or an order issued in separate litigation that
27 would compel disclosure of any information or items designated in this action as
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the

1 Receiving Party must so notify the Designating Party as well as all other Parties, in writing (by
2 email or fax, if possible) immediately and in no event more than five (5) court days after
3 receiving the subpoena or order. Such notification must include a copy of the subpoena or court
4 order.

5 The Receiving Party also must immediately inform in writing the party who caused the
6 subpoena or order to issue in the other litigation that some or all the material covered by the
7 subpoena or order is the subject of the Protective Order. In addition, the Receiving Party must
8 deliver a copy of this Protective Order promptly to the party in the other action that caused the
9 subpoena or order to issue.

10 In addition, unless otherwise required by law, the Receiving Party must not voluntarily
11 disclose the Designation Party's Protected Material until ten (10) court days after it has provided
12 notice of the subpoena or court order to the Designating Party to allow the Designating Party time
13 to object. If the Designating Party notifies the Receiving Party of its intent to object to the
14 production or disclosure of its Protected Material, then the Receiving Party must immediately
15 notify in writing the party who caused the subpoena or order to issue in the other litigation of the
16 Designating Party's contemplated objection. Furthermore, the Receiving Party must not
17 voluntarily disclose the Designating Party's Protected Material prior to the resolution of the
18 Designating Party's objection unless otherwise required by law, and the receiving Party must
19 make a good faith effort to obtain an extension on the time it is required to produce Protected
20 Material until the date the Designating Party's objection is resolved.

21 The purpose of imposing these duties is to alert the interested parties to the existence of
22 this Protective Order and to afford the Designating Party in this case an opportunity to protect its
23 confidentiality interest in the court from which the subpoena or order is issued. The Designating
24 Party shall bear the burden and the expense of seeking protection in that court of its confidential
25 material, and nothing in these provisions should be construed as authorizing or encouraging a
26 Receiving Party in this action to disobey a lawful directive from another court.

27 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

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

7 **13. FINAL DISPOSITION**

8 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60)
9 days after the final termination of this action, voluntary dismissal of a Party, or court ordered
10 dismissal of a Party, each Receiving Party must return to the Producing Party or destroy all
11 Protected Material. As used in this paragraph, “all Protected Material” includes all copies,
12 abstracts, compilations, summaries or any other form of reproducing or capturing any of the
13 Protected Material. With notice to the Designating Party, the Receiving Party may destroy some
14 or all of the Protected Material instead of returning it to the Producing Party. Whether the
15 Protected Material is returned or destroyed, the Receiving Party must submit a written
16 certification to the Producing Party (and, if not the same person or entity, to the Designating
17 Party) by the sixty (60) day deadline that identifies (by category, where appropriate) all the
18 Protected Material that was returned or destroyed and that affirms that the Receiving Party has
19 not retained any copies, abstracts, compilations, summaries or other forms of reproducing or
20 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
21 retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,
22 correspondence or attorney work product, even if such materials contain Protected Material. Any
23 such archival copies that contain or constitute Protected Material remain subject to this Protective
24 Order as set forth in Section 4 (DURATION), above.

25 **14. INADVERTENTLY PRODUCED DOCUMENTS**

26 If a Party at any time notifies any other Party that it inadvertently produced documents,
27 testimony, information, and/or things that are protected from disclosure under the attorney-client
28 privilege, work product doctrine, and/or any other applicable privilege or immunity, or the

1 Receiving Party discovers such inadvertent production, the inadvertent production shall not be
2 deemed a waiver of the applicable privilege or protection. The Receiving Party shall return all
3 copies of such documents, testimony, information and/or things to the inadvertently producing
4 Party within five (5) court days of receipt of such notice or discovery and shall not use such items
5 for any purpose until further order of the Court.

6 **15. THIRD PARTIES**

7 Any third party producing documents and/or providing testimony in this litigation may
8 take advantage of this Order in protecting its Confidential Information.

9 **16. MISCELLANEOUS**

10 16.1 Right to Further Relief. Nothing in this Protective Order abridges the right of any
11 Party to seek its modification by the Court in the future. In particular, nothing in
12 this Protective Order precludes any party from seeking additional or other
13 protection for highly sensitive competitive information above and beyond the
14 protections available under the Order.

15 16.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
16 Order, no Party waives any right it otherwise would have to object to disclosing or
17 producing any information or item on any ground not addressed in this Protective
18 Order. Similarly, no Party waives any right to object on any ground to
19 introduction or use as evidence of any of the Disclosure or Discovery material
20 covered by this Protective Order.

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EXHIBIT A

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was entered by the United States District Court for the Eastern District of California on _____, 2015 [date] in the case of *John Doe I, et al. v. Pure Forest, LLC, et al.*, Case No. 2:14-cv-00879-KJM-CMK. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

Dated: _____

City and State where signed: _____

Printed name: _____

Signature: _____

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Dated: Jan. 28, 2015

SEAN P. GATES
MORRISON & FOERSTER LLP

By: /s/ Sean P. Gates

SEAN P. GATES

Attorney for Plaintiffs JOHN DOE I, JOHN DOE II, JOHN DOE III, JOHN DOE IV, AND JOHN DOE V

Dated: Jan. 28, 2015

ERICK C. TURNER
TURNER LAW GROUP

By: /s/ Erick C. Turner (authorized Jan. 26, 2015)

ERICK C. TURNER

Attorney for Defendants and Third-Party Complainants PURE FOREST, LLC, JEFF WADSWORTH, and OWEN WADSWORTH

Dated: Jan. 28, 2015

MICHAEL J. TREZZA
LAW OFFICE OF MICHAEL J. TREZZA


By: /s/ Michael J. Trezza (authorized Jan. 28, 2015)

MICHAEL J. TREZZA

Attorney for Third-Party Defendants JOSE LUIS OSORIO, GUADALUPE AMADOR, and FUTURE REFORESTATION, LLC

GOOD CAUSE APPEARING THEREFOR, IT IS SO ORDERED.

Dated: February 5, 2015


CRAIG M. KELLISON
UNITED STATES MAGISTRATE JUDGE

la-1274698