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10 UNITED STATES DISTRICT COURT  
 11 EASTERN DISTRICT OF CALIFORNIA

12 EDGAR MORALES, SALVADOR  
 13 MAGAÑA, AND MATTHEW BAGU on  
 behalf of themselves, the State of  
 14 California, and all other similarly  
 situated individuals,

Case No. 2:15-cv-01911-JAM-EFB

**STIPULATED PROTECTIVE ORDER**

15 PLAINTIFFS,  
 16 v.  
 17 LEGGETT & PLATT INCORPORATED,  
 a Missouri Corporation, L&P  
 18 FINANCIAL SERVICES CO., a  
 Delaware Corporation, and DOES 2-20,  
 inclusive,

Complaint Filed: April 23, 2015

19 DEFENDANTS.  
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25  
 26 1. PURPOSES AND LIMITATIONS  
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1 Disclosure and discovery activity in this action are likely to involve production of  
2 confidential, proprietary, and/or private information for which special protection from  
3 public disclosure and from use for any purpose other than prosecuting this litigation  
4 may be warranted. Accordingly, the parties hereby stipulate to and petition the court  
5 to enter the following Stipulated Protective Order pertaining to material of a  
6 confidential, personal, private, sensitive, or non-public nature, including any of  
7 Defendants' non-public proprietary, business, financial, or commercially sensitive  
8 information, and including such information pertaining to putative class members or  
9 other current and/or former employees of Defendants, which ordinarily would be kept  
10 confidential and not disclosed by Defendants, including that in the following categories:  
11 information maintained in personnel files; information concerning employee  
12 compensation, payroll and benefits to the extent the information is not generally  
13 applicable to all employees; social security numbers, home telephone numbers and  
14 addresses of Defendants' current and former employees, and information reflected  
15 outside of employees' personnel files but concerning discipline, employee evaluations  
16 and other documents concerning employee performance, employee concerns,  
17 investigations, injuries, absences, and reasons for termination. Public disclosure of  
18 these categories of confidential information maintained on putative class members and  
19 other current and former employees of Defendants may cause embarrassment and/or  
20 financial or competitive harm to an individual who is the subject of such information.  
21 The parties have agreed that entry of a protective order will assist in the flow of  
22 discovery materials, facilitate the prompt resolution of disputes over confidentiality of  
23 discovery materials, protect and ensure the confidential treatment of information, and  
24 ensure that the parties are permitted reasonably necessary uses of such materials in  
25 prosecuting, defending, or attempting to settle this litigation and any appeals arising  
26 therefrom.

27 The parties acknowledge that this Order does not confer blanket protections on  
28 all disclosures or responses to discovery and that the protection it affords from public

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

7 **2. DEFINITIONS**

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

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

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

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

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

21       2.6 **Expert**: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation and who may serve as an expert witness or as a consultant in  
23 this action.

24       2.7 **House Counsel**: attorneys who are employees of a party to this action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

27       2.8 **Non-Party**: any natural person, partnership, corporation, association, or  
28 other legal entity not named as a Party to this action, including putative class

1 members not specifically named in the case caption.

2       2.9 Outside Counsel of Record: attorneys who are not employees of a party to  
3 this action but are retained to represent or advise a party to this action and have  
4 appeared in this action on behalf of that party or are affiliated with a law firm which  
5 has appeared on behalf of that party, including the employees and staff of Outside  
6 Counsel of Record.

7       2.10 Party: any party to this action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (including  
9 employees and agents of Outside Counsel of Record).

10       2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this action.

12       2.12 Professional Vendors: persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
15 their employees and subcontractors.

16       2.13 Protected Material: any Disclosure or Discovery Material that is  
17 designated as "CONFIDENTIAL."

18       2.14 Receiving Party: a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

20 3. SCOPE

21       The protections conferred by this Stipulation and Order cover not only Protected  
22 Material (as defined above), but also (1) any information copied or extracted from  
23 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
24 Material; and (3) any testimony, conversations, or presentations by Parties or their  
25 Counsel that might reveal Protected Material. A Designating Party may designate as  
26 Protected Material material that is produced informally or in response to formal  
27 discovery in the course of the litigation. However, the protections conferred by this  
28 Stipulation and Order do not cover the following information: (a) any information that

1 is in the public domain at the time of disclosure to a Receiving Party or becomes part of  
2 the public domain after its disclosure to a Receiving Party as a result of publication not  
3 involving a violation of this Order, including becoming part of the public record  
4 through trial or otherwise; and (b) any information known a Party prior to the  
5 disclosure or obtained by the Party after the disclosure from a source who obtained the  
6 information lawfully and under no obligation of confidentiality to the Designating  
7 Party. Any use of Protected Material at trial shall be governed by a separate  
8 agreement or order.

9 4. DURATION

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

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

27 Mass, indiscriminate, or routinized designations are prohibited. If it comes to a  
28 Designating Party's attention that information or items that it designated for

1 protection do not qualify for protection, that Designating Party must promptly notify  
2 all other Parties that it is withdrawing the mistaken designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
4 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
5 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
6 must be clearly so designated before the material is disclosed or produced.

7 Designation in conformity with this Order shall be made in the following  
8 manner:

9 (a) in the case of information in documentary form (e.g., paper or electronic  
10 documents, but excluding transcripts of depositions or other pretrial proceedings): by  
11 affixing the legend "CONFIDENTIAL" to each page that contains Protected Material.

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

23 (b) in the case of testimony given in deposition or in other pretrial  
24 proceedings: (i) by a statement on the record, by counsel for the Designating Party,  
25 before the close of the deposition, hearing, or other proceeding, that any particular  
26 testimony shall be treated as Confidential Information. In that event, the reporter  
27 shall separately transcribe any such portion of the testimony; or (ii) by written notice,  
28 sent by counsel to all parties within twenty-one (21) business days after receiving a

1 copy of the deposition transcript, that any particular testimony shall be treated as  
2 Confidential Information.

3 (c) in the case of information produced in some form other than documentary  
4 and for any other tangible items: by affixing in a prominent place on the exterior of the  
5 container or containers in which the information or item is stored the legend  
6 "CONFIDENTIAL."

7 5.3 Inadvertent Failures to Designate. If timely corrected upon discovery of  
8 the error, an inadvertent failure to designate qualified information or items does not,  
9 standing alone, waive the Designating Party's right to secure protection under this  
10 Order for such material. Such correction and notice thereof shall be made in writing,  
11 and the Designating Party shall promptly substitute copies of each item appropriately  
12 marked. After the Receiving Party receives such notice, the Receiving Party must  
13 make reasonable efforts to assure that the material is treated in accordance with the  
14 provisions of this Order. Within thirty (30) days after receipt of the corrected copies,  
15 unless the Designating Party agrees otherwise, the Receiving Party shall return the  
16 previously unmarked items and all copies thereof or destroy the same and certify, upon  
17 request of the Designating Party, the destruction to counsel for the Designating Party.

## 18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process by providing written notice of each designation it is challenging and  
27 describing the basis for each challenge. To avoid ambiguity as to whether a challenge  
28 has been made, the written notice must recite that the challenge to confidentiality is

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

12       6.3    Judicial Intervention. If the Parties cannot resolve a challenge without  
13 court intervention, the Designating Party shall file and serve a motion to retain  
14 confidentiality under Civil Local Rule 230 within 21 days of the initial notice of  
15 challenge or within 14 days of the parties agreeing that the meet and confer process  
16 will not resolve their dispute, whichever is earlier. Each such motion must be  
17 accompanied by a competent declaration affirming that the movant has complied with  
18 the meet and confer requirements imposed in the preceding paragraph. Failure by the  
19 Designating Party to make such a motion including the required declaration within 21  
20 days (or 14 days, if applicable) shall automatically waive the confidentiality  
21 designation for each challenged designation. In addition, the Challenging Party may  
22 file a motion challenging a confidentiality designation at any time if there is good cause  
23 for doing so, including a challenge to the designation of a deposition transcript or any  
24 portions thereof. Any motion brought pursuant to this provision must be accompanied  
25 by a competent declaration affirming that the movant has complied with the meet and  
26 confer requirements imposed by the preceding paragraph.

27       The burden of persuasion in any such challenge proceeding shall be on the  
28 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,



1 to harass or impose unnecessary expenses and burdens on other parties) may expose  
2 the Challenging Party to sanctions. Unless the Designating Party has waived the  
3 confidentiality designation by failing to file a motion to retain confidentiality as  
4 described above, all parties shall continue to afford the material in question the level of  
5 protection to which it is entitled under the Producing Party's designation until the  
6 court rules on the challenge.

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

8 7.1 **Basic Principles.** A Receiving Party may use Protected Material that is  
9 disclosed or produced by another Party or by a Non-Party in connection with this case  
10 only for prosecuting, defending, or attempting to settle this litigation and any appeals  
11 arising therefrom or any bankruptcy proceedings of the Defendants in this action, and  
12 for no other purpose whatsoever. Such Protected Material may be disclosed only to the  
13 categories of persons and under the conditions described in this Order. When the  
14 litigation has been terminated, a Receiving Party must comply with the provisions of  
15 section 13 below (FINAL DISPOSITION).

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

19 7.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise  
20 ordered by the court or permitted in writing by the Designating Party, a Receiving  
21 Party may disclose any information or item designated "CONFIDENTIAL" only to:

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

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

28 (c) Experts (as defined in this Order) to whom disclosure is reasonably

1 necessary for this litigation and who have signed the "Acknowledgment and Agreement  
2 to Be Bound" (Exhibit A);

3 (d) the Court and its personnel, as well as any mediator that the parties have  
4 agreed in writing to use or have been ordered to use in connection with this action;

5 (e) court reporters and their staff, professional jury or trial consultants, mock  
6 jurors, and Professional Vendors who have been retained by a party or counsel of  
7 record for purposes of assisting in this litigation and to whom disclosure is reasonably  
8 necessary for this litigation;

9 (f) during their depositions, witnesses in the action to whom disclosure is  
10 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be  
11 Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by  
12 the court. Pages of transcribed deposition testimony or exhibits to depositions that  
13 reveal Protected Material must be separately bound and identified by the court  
14 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
15 Protective Order;

16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew of the information prior to  
18 its designation as CONFIDENTIAL in this action;

19 (h) the employee or putative class member to whom the Protected Material  
20 pertains. Neither the Receiving Party nor his/its counsel may show or disclose to an  
21 employee or putative class member Protected Material pertaining to other employees  
22 or putative class members.

23 7.3 Material designated as "CONFIDENTIAL" may be provided to persons  
24 listed in paragraphs 7(c) and (f) above provided that such person confirms his or her  
25 understanding and agreement to abide by the terms of this Stipulation and Order by  
26 signing an "Acknowledgment and Agreement to Be Bound" in the form attached  
27 hereto as Exhibit A. The signed "Acknowledgment and Agreement to Be Bound"  
28 shall be maintained by counsel for the Receiving Party who seeks to disclose such

1 Confidential Information and a copy shall be provided to the Designating Party upon  
2 agreement of the parties or order by the Court.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
4 OTHER LITIGATION

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

8 (a) promptly notify in writing the Designating Party within five (5) business  
9 days (or before the date for compliance if earlier) identifying the Confidential  
10 Information sought and enclosing a copy of the subpoena, other compulsory process or  
11 court order;

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

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

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

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

28 (a) The terms of this Order are applicable to information produced by a Non-

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

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

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

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

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

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

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

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
27 Protected Material to any person or in any circumstance not authorized under this  
28 Stipulated Protective Order, the Receiving Party must immediately use its best efforts

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

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 Inadvertent failure to designate documents, testimony or things as Protected  
8 Material does not waive the Designating Party’s right to secure the protections of this  
9 Stipulated Protective Order. When a Producing Party gives notice to Receiving Parties  
10 that certain inadvertently produced material is subject to a claim of privilege or other  
11 protection, the obligations of the Receiving Parties are those set forth in Federal Rule  
12 of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
13 procedure may be established in an e-discovery order that provides for production  
14 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d), the  
15 disclosure of a communication or information covered by the attorney-client privilege or  
16 work product protection is not a waiver of privilege or protection from discovery in this  
17 case or in any other federal or state proceeding. The inadvertent disclosure or  
18 inadvertent failure to designate as confidential by a Designating Party of documents or  
19 information that party believes to be Protected Material shall not be deemed a waiver  
20 in whole or in part of any party’s claim of confidentiality, either as to a specific  
21 document or information disclosed or as to any other document or information relating  
22 thereto or concerning the same or related subject matter.

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
25 person to seek its modification by the court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
27 Protective Order no Party waives any right it otherwise would have to object to  
28 disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.

3       12.3 Filing Protected Material. Without written permission from the  
4 Designating Party or a court order secured after appropriate notice to all interested  
5 persons, a Party may not file in the public record in this action any Protected Material.  
6 A Party that seeks to file under seal any Protected Material must comply with Civil  
7 Local Rule 141. Protected Material may only be filed under seal pursuant to a court  
8 order authorizing the sealing of the specific Protected Material at issue. If a Receiving  
9 Party's request to file Protected Material under seal pursuant to Civil Local Rule 141 is  
10 denied by the court, then the Receiving Party may file the information in the public  
11 record pursuant to Civil Local Rule 133 unless otherwise instructed by the court.

12       12.4 No Limit on a Party's Own Use. Nothing herein shall be construed to  
13 limit a producing party's use or disclosure of its own Protected Material. This  
14 Stipulation and Order has no effect upon, and shall not apply to, the producing  
15 party's use of its own Protected Material.

16 13. FINAL DISPOSITION

17       Within 60 days after the final disposition of this action, including the the  
18 expirations or exhaustion of all rights to appeal this and any and all related actions, as  
19 defined in paragraph 4, each Receiving Party must, at the election of the Receiving  
20 Party, either return all Protected Material to the Producing Party or destroy such  
21 material. However, counsel may retain Protected Material for the length of time  
22 required by counsel's malpractice carrier. As used in this subdivision, "all Protected  
23 Material" includes all copies, abstracts, compilations, summaries, and any other format  
24 reproducing or capturing any of the Protected Material. Whether the Protected  
25 Material is returned or destroyed, if requested by the Producing Party, the Receiving  
26 Party must submit a written certification to the Producing Party (and, if not the same  
27 person or entity, to the Designating Party) that affirms that the Receiving Party has  
28 not retained any copies, abstracts, compilations, summaries or any other format

1 reproducing or capturing any of the Protected Material. Notwithstanding this  
2 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
3 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
4 deposition and trial exhibits, expert reports, attorney work product, and consultant and  
5 expert work product, even if such materials contain Protected Material. Any such  
6 archival copies that contain or constitute Protected Material remain subject to this  
7 Protective Order as set forth in Section 4 (DURATION).

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9 **MALLISON & MARTINEZ**

10  
11 DATED: October 14, 2016

By: /s/ Marco A. Palau  
Attorney for Plaintiffs

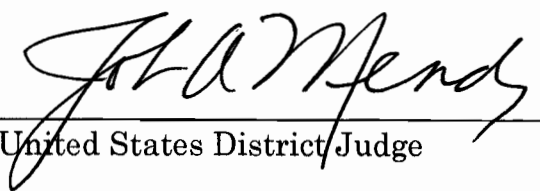
12  
13  
14 **SHOOK HARDY & BACON L.L.P.**

15  
16 DATED: October 14, 2016

By: /s/ Carri A. McAtee  
Attorneys for Defendants

17  
18 PURSUANT TO STIPULATION, IT IS SO ORDERED.

19  
20  
21 DATED: 10/14/2016

  
United States District Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print  
4 or type full address], declare under penalty of perjury that I have read in its entirety  
5 and understand the Stipulated Protective Order that was issued by the United States  
6 District Court for the Eastern District of California on [date] in the case of *Edgar*  
7 *Morales et al. v. Leggett & Platt Incorporated et al.*, Case No. 2:15-cv-01911-JAM-EFB.

8 I agree to comply with and to be bound by all the terms of this Stipulated Protective  
9 Order and I understand and acknowledge that failure to so comply could expose me to  
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
11 disclose in any manner any information or item that is subject to this Stipulated  
12 Protective Order to any person or entity except in strict compliance with the provisions  
13 of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the  
15 Eastern District of California for the purpose of enforcing the terms of this Stipulated  
16 Protective Order.

17  
18 Date: \_\_\_\_\_

19  
20 City and State where sworn and signed: \_\_\_\_\_

21  
22 Printed name: \_\_\_\_\_

23  
24 Signature: \_\_\_\_\_