

1 STAN S. MALLISON (SBN 184191)
 stanm@themmlawfirm.com
 2 HECTOR R. MARTINEZ (SBN 206336)
 hectorm@themmlawfirm.com
 3 MARCO A. PALAU (SBN 242340)
 mpalau@themmlawfirm.com
 4 JOSEPH D. SUTTON (269951)
 jsutton@themmlawfirm.com
 5 ERIC S. TRABUCCO (295473)
 etrabucco@themmlawfirm.com
 6 MALLISON & MARTINEZ
 1939 Harrison Street, Suite 730
 7 Oakland, California 94612-3547
 Telephone: (510) 832-9999
 8 Facsimile:(510) 832-1101

9 Attorneys for Plaintiffs

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,

15 **PLAINTIFFS,**

16 v.

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

19 **DEFENDANTS.**

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

**STIPULATED [~~PROPOSED~~]
 PROTECTIVE ORDER**

Complaint Filed: April 23, 2015

25 _____

1 1. PURPOSES AND LIMITATIONS

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

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

9 2. DEFINITIONS

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

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

15 2.3 Counsel (without qualifier): Outside Counsel of Record and House
16 Counsel (as well as their support staff).

17 2.4 Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

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

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

1 2.8 Non-Party: any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action, including putative class
3 members not specifically named in the case caption.

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

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

12 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this action.

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

18 2.13 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL.”

20 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
21 from a Producing Party.

22 3. SCOPE

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

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

11 4. DURATION

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

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

1 Mass, indiscriminate, or routinized designations are prohibited. If it comes to a
2 Designating Party's attention that information or items that it designated for
3 protection do not qualify for protection, that Designating Party must promptly notify
4 all other Parties that it is withdrawing the mistaken designation.

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

9 Designation in conformity with this Order shall be made in the following
10 manner:

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

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

25 (b) in the case of testimony given in deposition or in other pretrial
26 proceedings: (i) by a statement on the record, by counsel for the Designating Party,
27 before the close of the deposition, hearing, or other proceeding, that any particular
28 testimony shall be treated as Confidential Information. In that event, the reporter

1 shall separately transcribe any such portion of the testimony; or (ii) by written notice,
2 sent by counsel to all parties within twenty-one (21) business days after receiving a
3 copy of the deposition transcript, that any particular testimony shall be treated as
4 Confidential Information.

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

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

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
28 resolution process by providing written notice of each designation it is challenging and

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

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

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

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

28 (b) the officers, directors, and employees (including House Counsel) of the

1 Receiving Party to whom disclosure is reasonably necessary for this litigation;

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

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

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

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

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

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

25 7.3 Material designated as “CONFIDENTIAL” may be provided to persons
26 listed in paragraphs 7(c) and (f) above provided that such person confirms his or her
27 understanding and agreement to abide by the terms of this Stipulation and Order by
28 signing an “Acknowledgment and Agreement to Be Bound” in the form attached

1 hereto as Exhibit A. The signed “Acknowledgment and Agreement to Be Bound”
2 shall be maintained by counsel for the Receiving Party who seeks to disclose such
3 Confidential Information and a copy shall be provided to the Designating Party upon
4 agreement of the parties or order by the Court.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
6 OTHER LITIGATION

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

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

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

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

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

28 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN

1 THIS LITIGATION

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

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

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

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

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

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

27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
8 PROTECTED MATERIAL

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

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the court in the future.
28

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

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

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

19 13. FINAL DISPOSITION

20 Within 60 days after the final disposition of this action, including the expirations
21 or exhaustion of all rights to appeal this and any and all related actions, as defined in
22 paragraph 4, each Receiving Party must, at the election of the Receiving Party, either
23 return all Protected Material to the Producing Party or destroy such material.
24 However, counsel may retain Protected Material for the length of time required by
25 counsel's malpractice carrier. As used in this subdivision, "all Protected Material"
26 includes all copies, abstracts, compilations, summaries, and any other format
27 reproducing or capturing any of the Protected Material. Whether the Protected
28 Material is returned or destroyed, if requested by the Producing Party, the Receiving

1 Party must submit a written certification to the Producing Party (and, if not the same
2 person or entity, to the Designating Party) that affirms that the Receiving Party has
3 not retained any copies, abstracts, compilations, summaries or any other format
4 reproducing or capturing any of the Protected Material. Notwithstanding this
5 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
6 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
7 deposition and trial exhibits, expert reports, attorney work product, and consultant and
8 expert work product, even if such materials contain Protected Material. Any such
9 archival copies that contain or constitute Protected Material remain subject to this
10 Protective Order as set forth in Section 4 (DURATION).

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12

MALLISON & MARTINEZ

13

14

DATED: October 14, 2016

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

15

16

17

SHOOK HARDY & BACON L.L.P.

18

19

DATED: October 14, 2016

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

20

21

22

PURSUANT TO STIPULATION, IT IS SO ORDERED.

23

24

DATED: October 27, 2016.


EDMUND F. BRENNAN
UNITED STATES MAGISTRATE JUDGE

25

26

27

28

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: _____