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15 UNITED STATES DISTRICT COURT
 16 EASTERN DISTRICT OF CALIFORNIA
 17

18 JEAN LOGAN,
 19 Plaintiff,
 20 v.
 21 USA WASTE OF CALIFORNIA, INC., a
 Delaware corporation; BARRY SKOLNICK,
 22 an individual; MARK SCHWARTZ, an
 individual,
 23 Defendants.
 24

Case No. 2:17-CV-01154-JAM-CKD

STIPULATED PROTECTIVE ORDER

Complaint Filed: June 1, 2017
 Trial Date: January 28, 2019

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1 1. PURPOSES AND LIMITATIONS

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

15 2. DEFINITIONS

16 2.1 Action: the above-entitled action, *Jean Logan v. USA Waste, et al.*, Case No. 2:17-
17 CV-01154-JAM-CKD.

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
19 information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
21 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
22 of Civil Procedure 26(c).

23 2.4 “HIGHLY CONFIDENTIAL” Information or Items: information which belongs to
24 a Designating Party who believes in good faith that the Disclosure of such information to another
25 Party or Non-Party would create a substantial risk of serious financial or other injury that cannot
26 be avoided by less restrictive means. Such information shall include only trade secrets, non-public
27 financial information, highly confidential personal or medical information of an individual, or
28 other non-public information that would cause serious harm to the Designating Party if such

1 information were known to the public. Defendant represents that it will use this Highly
2 Confidential designation only in very limited circumstances, and does not intend to apply this
3 designation for indiscriminate or improper purposes.

4 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support
5 staff).

6 2.6 Designating Party: a Party or Non-Party that designates information or items that it
7 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

8 2.7 Disclosure or Discovery Material: all items or information, regardless of the
9 medium or manner in which it is generated, stored, or maintained (including, among other things,
10 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
11 responses to discovery in this matter.

12 2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to
13 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
14 consultant in this Action.

15 2.9 House Counsel: attorneys who are employees of a party to this Action. House
16 Counsel does not include Outside Counsel of Record or any other outside counsel.

17 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal
18 entity not named as a Party to this action.

19 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this
20 Action but are retained to represent or advise a party to this Action and have appeared in this
21 Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
22 that party, and includes support staff of the attorneys of record.

23 2.12 Party: any party to this Action, including all of its officers, directors, employees,
24 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

25 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
26 Material in this Action.

27 2.14 Professional Vendors: persons or entities that provide litigation support services
28 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and

1 organizing, storing, or retrieving data in any form or medium) and their employees and
2 subcontractors.

3 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

5 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
6 Producing Party.

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only Protected Material
9 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
10 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
11 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
12 However, the protections conferred by this Stipulation and Order do not cover the following
13 information: (a) any information that is in the public domain at the time of disclosure to a
14 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
15 result of publication not involving a violation of this Order, including becoming part of the public
16 record through trial or otherwise; and (b) any information known to the Receiving Party prior to
17 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained
18 the information lawfully and under no obligation of confidentiality to the Designating Party.

19 Any use of Protected Material at trial shall be governed by a separate agreement or order.

20 4. DURATION

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

28 5. DESIGNATING PROTECTED MATERIAL

1 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
2 or Non-Party that designates information or items for protection under this Order must take care to
3 limit any such designation to specific material that qualifies under the appropriate standards. The
4 Designating Party must designate for protection only those parts of material, documents, items, or
5 oral or written communications that qualify so that other portions of the material, documents,
6 items, or communications for which protection is not warranted are not swept unjustifiably within
7 the ambit of this Order.

8 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
9 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
10 unnecessarily encumber the case development process or to impose unnecessary expenses and
11 burdens on other parties) expose the Designating Party to sanctions.

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

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
16 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
17 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
18 designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic documents, but
21 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
22 affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (hereinafter
23 "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or
24 portions of the material on a page qualifies for protection, the Producing Party also must clearly
25 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents or material available for inspection
27 need not designate them for protection until after the inspecting Party has indicated which
28 documents it would like copied and produced. During the inspection and before the designation,

1 all of the material made available for inspection shall be deemed “CONFIDENTIAL” or
2 “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
3 copied and produced, the Producing Party must determine which documents, or portions thereof,
4 qualify for protection under this Order. Then, before producing the specified documents, the
5 Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected
6 Material. If only a portion or portions of the material on a page qualifies for protection, the
7 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
8 markings in the margins).

9 (b) for testimony given in depositions that the Designating Party identify the
10 Disclosure or Discovery Material on the record, before the close of the deposition all protected
11 testimony.

12 (c) for information produced in some form other than documentary and for any other
13 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
14 or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion
15 or portions of the information warrants protection, the Producing Party, to the extent practicable,
16 shall identify the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
18 designate qualified information or items does not, standing alone, waive the Designating Party’s
19 right to secure protection under this Order for such material. Upon timely correction of a
20 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
21 in accordance with the provisions of this Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
2 process by providing written notice of each designation it is challenging and describing the basis
3 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
4 notice must recite that the challenge to confidentiality is being made in accordance with this
5 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
6 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
7 forms of communication are not sufficient) within 14 days of the date of service of notice. In
8 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
9 designation was not proper and must give the Designating Party an opportunity to review the
10 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
11 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of
12 the challenge process only if it has engaged in this meet and confer process first or establishes that
13 the Designating Party is unwilling to participate in the meet and confer process in a timely
14 manner.

15 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
16 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
17 Civil Local Rule 251 within 21 days of the initial notice of challenge or within 14 days of the
18 parties agreeing that the meet and confer process will not resolve their dispute, whichever is
19 earlier. Each such motion must be accompanied by a competent declaration affirming that the
20 movant has complied with the meet and confer requirements imposed in the preceding paragraph.
21 Failure by the Designating Party to make such a motion including the required declaration within
22 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for
23 each challenged designation. In addition, the Challenging Party may file a motion challenging a
24 confidentiality designation at any time if there is good cause for doing so, including a challenge to
25 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to
26 this provision must be accompanied by a competent declaration affirming that the movant has
27 complied with the meet and confer requirements imposed by the preceding paragraph. The burden
28 of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous

1 challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
2 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
3 Designating Party has waived the confidentiality designation by failing to file a motion to retain
4 confidentiality as described above, all parties shall continue to afford the material in question the
5 level of protection to which it is entitled under the Producing Party’s designation until the Court
6 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 disclosed or
9 produced by another Party or by a Non-Party in connection with this Action only for prosecuting,
10 defending, or attempting to settle this Action. Such Protected Material may be disclosed only to
11 the categories of persons and under the conditions described in this Order. When the Action has
12 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
13 DISPOSITION).

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

16 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
17 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
18 information or item designated “CONFIDENTIAL” only to:

- 19 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
20 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
21 information for this Action;
- 22 (b) the officers, directors, and employees (including House Counsel) of the Receiving
23 Party to whom disclosure is reasonably necessary for this Action;
- 24 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
25 reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement
26 to Be Bound” (Exhibit A);
- 27 (d) the court and its personnel;
- 28 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
2 whom disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to
7 whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness
8 sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any
9 confidential information unless they sign the “Acknowledgment and Agreement to Be Bound”
10 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
11 transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be
12 separately bound by the court reporter and may not be disclosed to anyone except as permitted
13 under this Stipulated Protective Order; and

14 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed
15 upon by any of the parties engaged in settlement discussions.

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party
18 may disclose any information or item designated “HIGHLY CONFIDENTIAL” only to:

19 (a) Outside Counsel for the Parties, their partners and associates, and staff and
20 supporting personnel of such attorneys, such as paralegal assistants, secretarial, stenographic and
21 clerical employees and contractors, and outside copying services, who are working on this
22 Proceeding (or any further proceedings herein) under the direction of such attorneys and to whom
23 it is necessary that the Highly Confidential Materials be Disclosed for purposes of this Action.
24 Such employees, assistants, contractors and agents to whom such access is permitted and/or
25 Disclosure is made shall, prior to such access or Disclosure, be advised of, and become subject to,
26 the provisions of this Protective Order;

27 (b) outside experts or expert consultants consulted by the undersigned Parties or their
28 counsel in connection with the Action, whether or not retained to testify at any oral hearing;

1 provided, however, that prior to the Disclosure of Highly Confidential Materials to any such
2 expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this
3 Stipulation and Protective Order to such person, shall explain its terms to such person, and shall
4 secure the signature of such person on a statement in the form attached hereto as Exhibit A prior to
5 the Disclosure of Highly Confidential Materials. It shall be the obligation of Outside Counsel,
6 upon learning of any breach or threatened breach of this Stipulation and Protective Order by any
7 such expert or expert consultant, to promptly notify Outside Counsel for the Designating Party of
8 such breach or threatened breach;

9 (c) any person who authored, received, saw or was otherwise familiar with the
10 Protected Material designated “Highly Confidential,” including any person otherwise familiar with
11 the Highly Confidential Information contained therein, but only to the extent of that person’s prior
12 familiarity with the Highly Confidential Information;

13 (d) court reporters in this Proceeding (whether at depositions, hearings, or any other
14 proceeding); and

15 (e) the Court.

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
17 LITIGATION

18 If a Party is served with a subpoena or a court order issued in other litigation that compels
19 disclosure of any information or items designated in this Action as “CONFIDENTIAL” or
20 “HIGHLY CONFIDENTIAL,” that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification shall include a
22 copy of the subpoena or court order;

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

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

1 If the Designating Party timely seeks a protective order, the Party served with the subpoena
2 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
3 before a determination by the court from which the subpoena or order issued, unless the Party has
4 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
5 expense of seeking protection in that court of its confidential material and nothing in these
6 provisions should be construed as authorizing or encouraging a Receiving Party in this Action to
7 disobey a lawful directive from another court.

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

10 (a) The terms of this Order are applicable to information produced by a Non-Party in
11 this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
12 connection with this litigation is protected by the remedies and relief provided by this Order.
13 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
14 additional protections.

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

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

21 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
22 Order in this Action, the relevant discovery request(s), and a reasonably specific description of the
23 information requested; and

24 (3) make the information requested available for inspection by the Non-Party, if
25 requested.

26 (c) If the Non-Party fails to seek a protective order from this court within 14 days of
27 receiving the notice and accompanying information, the Receiving Party may produce the Non-
28 Party’s confidential information responsive to the discovery request. If the Non-Party timely

1 seeks a protective order, the Receiving Party shall not produce any information in its possession or
2 control that is subject to the confidentiality agreement with the Non-Party before a determination
3 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and
4 expense of seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
14 MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain inadvertently
16 produced material is subject to a claim of privilege or other protection, the obligations of the
17 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
18 provision is not intended to modify whatever procedure may be established in an e-discovery order
19 that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
20 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
21 communication or information covered by the attorney-client privilege or work product protection,
22 the parties may incorporate their agreement in the stipulated protective order submitted to the
23 court.

24 12. MISCELLANEOUS

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

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
28 Order no Party waives any right it otherwise would have to object to disclosing or producing any

1 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
2 Party waives any right to object on any ground to use in evidence of any of the material covered
3 by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
5 Material must comply with Civil Local Rule 141. Protected Material may only be filed under seal
6 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a
7 Party's request to file Protected Material under seal is denied by the court, then the Receiving
8 Party may file the information in the public record unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a
11 written request by the Designating Party, each Receiving Party must return all Protected Material
12 to the Producing Party or destroy such material. As used in this subdivision, "all Protected
13 Material" includes all copies, abstracts, compilations, summaries, and any other format
14 reproducing or capturing any of the Protected Material. Whether the Protected Material is
15 returned or destroyed, the Receiving Party must submit a written certification to the Producing
16 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that
17 (1) identifies (by category, where appropriate) all the Protected Material that was returned or
18 destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
19 compilations, summaries or any other format reproducing or capturing any of the Protected
20 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
21 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
22 correspondence, deposition and trial exhibits, expert reports, attorney work product, consultant
23 and expert work product, and other documents required to be retained in accordance with State
24 Bar rules even if such materials contain Protected Material. Any such archival copies that contain
25 or constitute Protected Material remain subject to this Protective Order as set forth in Section 4
26 (DURATION).

27 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

28

1 Dated: December 19, 2017

2 LAW OFFICES OF GEORGE FOGY

3
4 By /s/ _____
5 GEORGE FOGY

6 Attorney for Plaintiff
7 JEAN LOGAN

8 Dated: December 22, 2017

9 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

10
11 By /s/ _____
12 AMANDA E. BECKWITH

13 Attorneys for Defendants
14 USA WASTE OF CALIFORNIA, INC. and
15 BARRY SKOLNICK
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1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

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3 DATED: 12/22/2017

/s/ John A. Mendez
United States District Court Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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 issued by the United States District Court for the Eastern District of California on _____ in the case of Logan v. USA Waste, et al., Case No. 2:17-CV-01154-JAM-CKD. 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. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____