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21 **UNITED STATES DISTRICT COURT**
 22 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 23 **OAKLAND DIVISION**

24 SUSANA DIAZ, on behalf of herself, all
 others similarly situated,

25 Plaintiff,

26 v.

27 RESCARE, INC., a Kentucky Corporation;
 28 RSCR CALIFORNIA, INC., a Kentucky

Case No. 4:20-cv-01333-YGR

STIPULATED PROTECTIVE ORDER

* As modified by the Court *
 Complaint filed January 16, 2020

1 Corporation; and DOES 1 through 50,
2 inclusive,

3 Defendants.

4 1. A. PURPOSES AND LIMITATIONS

5 Discovery in this action is likely to involve production of confidential, proprietary, or private
6 information for which special protection from public disclosure and from use for any purpose other
7 than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and
8 petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that
9 this Order does not confer blanket protections on all disclosures or responses to discovery and that
10 the protection it affords from public disclosure and use extends only to the limited information or
11 items that are entitled to confidential treatment under the applicable legal principles. The parties
12 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
13 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied when a party seeks
15 permission from the court to file material under seal.

16 B. GOOD CAUSE STATEMENT

17 This action may implicate several categories of confidential information, including
18 information regarding Defendants' clients, who, in general, suffer from a variety of mental or
19 physical disabilities. Discovery in this case may also involve Defendants' trade secrets and other
20 valuable research, development, commercial, financial, technical, and/or proprietary information for
21 which special protection from public disclosure and from use for any purpose other than prosecution
22 of this action is warranted. Such confidential and proprietary materials and information consist of,
23 among other things, confidential business or financial information and information about
24 Defendants' clients (which are protected from disclosure under HIPAA) which may include, but is
25 not limited to internal policies and procedures and employees' payroll and personnel information;
26 information regarding confidential business practices, or other confidential research, development,
27 or commercial information (including information implicating privacy rights of third parties);
28 information otherwise generally unavailable to the public, or which may be privileged or otherwise

1 protected from disclosure under state or federal statutes, court rules, case decisions, or common law.
2 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over
3 confidentiality of discovery materials, to adequately protect information the parties are entitled to
4 keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material
5 in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and
6 serve the ends of justice, a protective order for such information is justified in this matter. It is the
7 intent of the parties that information will not be designated as confidential for tactical reasons and
8 that nothing be so designated without a good faith belief that it has been maintained in a confidential,
9 non-public manner, and there is good cause why it should not be part of the public record of this
10 case. This Stipulation and Protective Order is expressly intended to comply with Rule 1-500(A) of
11 the California Rules of Professional Conduct, in that it does not restrict either Party's counsel from
12 "the practice of law," including without limitation, providing legal advice or representation to
13 putative class members who seek such advice and/or representation from them regarding any matter.

14 2. DEFINITIONS

15 2.1 Action: This pending federal lawsuit, styled SUSANA DIAZ, on behalf of herself, all
16 others similarly situated v. RESCARE, INC., a Kentucky Corporation; RSCR CALIFORNIA, INC., a
17 Kentucky Corporation; and DOES 1 through 50, inclusive, Case No. 4:20-cv-01333-YGR.

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 of
22 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support
24 staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or items that it
26 produces in disclosures or in responses to discovery as "CONFIDENTIAL."

27 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
28 or manner in which it is generated, stored, or maintained (including, among other things, testimony,

1 transcripts, and tangible things), that are produced or generated in disclosures or responses to
2 discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
4 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
5 consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action. House
7 Counsel does not include Outside Counsel of Record or any other outside counsel.

8 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
9 entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action
11 but are retained to represent or advise a party to this Action and have appeared in this Action on
12 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and
13 includes support staff.

14 2.11 Party: any party to this Action, including all its officers, directors, employees,
15 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
17 Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,
19 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
20 storing, or retrieving data in any form or medium) and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
22 “CONFIDENTIAL.”

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
24 Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only Protected Material (as
27 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
28

1 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
2 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the trial judge. This
4 Order does not govern the use of Protected Material at trial.

5 4. DURATION

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

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
14 Non-Party that designates information or items for protection under this Order must take care to
15 limit any such designation to specific material that qualifies under the appropriate standards. The
16 Designating Party must designate for protection only those parts of material, documents, items, or
17 oral or written communications that qualify so that other portions of the material, documents, items,
18 or communications for which protection is not warranted are not swept unjustifiably within the ambit
19 of this Order.

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

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

27 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
28 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or

1 Discovery Material that qualifies for protection under this Order must be clearly so designated
2 before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents, but
5 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
6 affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to
7 each page that contains protected material. If only a portion or portions of the material on a page
8 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
9 by making appropriate markings in the margins).

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

20 (b) for testimony given in depositions that the Designating Party identify the
21 Disclosure or Discovery Material on the record, within 30 days after the receipt of the applicable
22 deposition transcript.

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

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
2 designate qualified information or items does not, standing alone, waive the Designating Party's
3 right to secure protection under this Order for such material. Upon timely correction of a
4 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
5 accordance with the provisions of this Order.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
8 confidentiality at any time that is consistent with the Court's Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
10 under Local Rule 37-1 et seq.

11 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
12 intervention, the parties shall follow the Court's Standing Order in Civil Cases regarding Discovery
13 and Discovery Motions. The parties may file a joint letter brief regarding retaining confidentiality
14 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the
15 meet and confer process will not resolve their dispute, whichever is earlier. Failure by a Designating
16 Party to file such discovery dispute letter within the applicable 21- or 14-day period (set forth above)
17 with the Court shall automatically waive the confidentiality designation for each challenged
18 designation. If, after submitting a joint letter brief, the Court allows that a motion may be filed, any
19 such motion must be accompanied by a competent declaration affirming that the movant has
20 complied with the meet and confer requirements imposed in the preceding paragraph. The Court, in
21 its discretion, may elect to transfer the discovery matter to a Magistrate Judge.

22 In addition, the parties may file a joint letter brief regarding a challenge to a confidentiality
23 designation at any time if there is good cause for doing so, including a challenge to the designation
24 of a deposition transcript or any portions thereof. If, after submitting a joint letter brief, the Court
25 allows that a motion may be filed, any motion brought pursuant to this provision must be
26 accompanied by a competent declaration affirming that the movant has complied with the meet and
27 confer requirements imposed by the preceding paragraph. The Court, in its discretion, may elect to
28 refer the discovery matter to a Magistrate Judge.

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

8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
10 produced by another Party or by a Non-Party in connection with this Action only for prosecuting,
11 defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the
12 categories of persons and under the conditions described in this Order. When the Action has been
13 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
14 DISPOSITION).

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

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

20 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
21 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
22 information for this Action;

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

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

28 (d) the court and its personnel;

1 (e) court reporters and their staff;

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

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

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

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

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

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

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

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

15 (b) In the event that a Party is required, by a valid discovery request, to produce a
16 Non-Party’s confidential information in its possession, and the Party is subject to an agreement with
17 the 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-Party;

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

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

25 (c) If the Non-Party fails to seek a protective order from this court within 14 days of
26 receiving the notice and accompanying information, the Receiving Party may produce the Non-
27 Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a
28 protective order, the Receiving Party shall not produce any information in its possession or control

1 that is subject to the confidentiality agreement with the Non-Party before a determination by the
2 court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
3 seeking protection in this court of its Protected Material.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 The inadvertent production by any of the undersigned Parties or Non-Parties to the Action of
6 any Disclosure or Discovery Material without a “CONFIDENTIAL” designation, shall be without
7 prejudice to any claim that such item is “CONFIDENTIAL” and such Party shall not be held to have
8 waived any rights by such inadvertent production. In the event that any Disclosure or Discovery
9 Material that is subject to a “CONFIDENTIAL” designation is inadvertently produced without such
10 designation, the Party that inadvertently produced the document shall give written notice of such
11 inadvertent production within twenty (20) days of discovery of the inadvertent production, together
12 with a further copy of the Disclosure or Discovery Material designated as “CONFIDENTIAL” (the
13 “Inadvertent Production Notice”). Upon receipt of such Inadvertent Production Notice, the Party
14 that received the inadvertently produced Disclosure or Discovery Material shall promptly destroy the
15 inadvertently produced Disclosure or Discovery Material and all copies thereof, or, at the expense of
16 the producing Party, return such together with all copies of such Disclosure or Discovery Material to
17 counsel for the producing Party and shall retain only the “CONFIDENTIAL” designated Disclosure
18 or Discovery Materials. Should the receiving Party choose to destroy such inadvertently produced
19 Disclosure or Discovery Materials, the receiving Party shall notify the producing Party in writing of
20 such destruction within ten (10) days of receipt of written notice of the inadvertent production. This
21 provision is not intended to apply to any inadvertent production of any information or materials
22 protected by attorney-client or work product privileges. In the event that this provision conflicts
23 with any applicable law regarding waiver of confidentiality through the inadvertent production of
24 Disclosure or Discovery Material, such law shall govern.

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
26 MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
28 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties

1 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of
2 Evidence 502(d) and (e), the inadvertent disclosure or production of any information or document
3 that is subject to an objection on the basis of attorney-client privilege or work-product protection
4 will not be deemed to waive a party's claim to its privileged or protected nature or estop that party or
5 the privilege holder from designating the information or document as attorney-client privileged or
6 subject to the work product doctrine at a later date. This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for production without
8 prior privilege review.

9 **12. MISCELLANEOUS**

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
11 its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
13 no Party waives any right it otherwise would have to object to disclosing or producing any
14 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
15 Party waives any right to object on any ground to use in evidence of any of the material covered by
16 this Protective Order.

17 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material
18 must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to
19 a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to
20 file Protected Material under seal is denied by the court, then the Receiving Party may file the
21 information in the public record unless otherwise instructed by the court.

22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in Section 4, within 60 days of a written
24 request by the Designating Party, each Receiving Party must return all Protected Material to the
25 Producing Party or destroy such material. As used in this subdivision, "all Protected Material"
26 includes all copies, abstracts, compilations, summaries, and any other format reproducing or
27 capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the
28 Receiving Party must submit a written certification to the Producing Party (and, if not the same

1 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
2 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
3 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format
4 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are
5 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
6 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
7 work product, and consultant and expert work product, even if such materials contain Protected
8 Material. Any such archival copies that contain or constitute Protected Material remain subject to
9 this Protective Order as set forth in Section 4 (DURATION).

10 14. Any violation of this Order may be punished by any and all appropriate measures including,
11 without limitation, contempt proceedings and/or monetary sanctions.

12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13
14 **[SIGNATURES ON FOLLOWING PAGE]**

15 Date: October 13, 2020.

HAWKINS PARNELL & YOUNG, LLP

16 /s/ Matthew A. Boyd

17 Ronald G. Polly, Jr.

18 Matthew A. Boyd

19 Phil J. Montoya, Jr.

20 Attorneys for Defendants ResCare, Inc. and
21 RSCR California, Inc.

22 Date: October 13, 2020

SETAREH LAW GROUP

23 /s/ Shaun Setareh

24 SHAUN SETAREH

25 THOMAS SEGAL

26 FARRAH GRANT

27 Attorneys for Plaintiff

28 SUSANA DIAZ

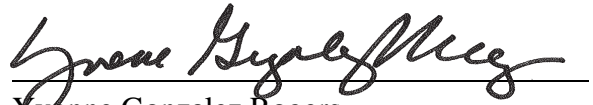
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ORDER ON STIPULATION

Based on the Parties' stipulation and good cause appearing, the Court hereby ENTERS the Protective Order as set forth above.

IT IS SO ORDERED.

DATED: October 16, 2020



Yvonne Gonzalez Rogers
United States District Court Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of _____
5 [print or type full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States District Court for the
7 Northern District of California on [date] in the case of SUSANA DIAZ, on behalf of herself, all
8 others similarly situated v. RESCARE, INC., a Kentucky Corporation; RSCR CALIFORNIA, INC., a
9 Kentucky Corporation; and DOES 1 through 50, inclusive, Case No. 4:20-cv-01333-YGR. I agree to
10 comply with and to be bound by all the terms of this Stipulated Protective Order and I understand
11 and acknowledge that failure to so comply could expose me to sanctions and punishment in the
12 nature of contempt. I solemnly promise that I will not disclose in any manner any information or
13 item that is subject to this Stipulated Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the Central
16 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
17 if such enforcement proceedings occur after termination of this action. I hereby appoint
18 _____ [print or type full name] of
19 _____ [print or type full address and telephone number] as
20 my California agent for service of process in connection with this action or any proceedings related
21 to enforcement of this Stipulated Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____
27
28