

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA**

Julie Harcharik v. Wells Fargo Bank, N.A.

Harcharik · No. 2:25-cv-00077-DAD-CSK · Decided October 7, 2025

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 FOR THE EASTERN DISTRICT OF
CALIFORNIA 10 II | JULIE HARCHARIK, Case No. 2:25-cv-00077-DAD-CSK 2 Plaintiff,
ORDER GRANTING MODIFIED B STIPULATED PROTECTIVE ORDER 14 (ECF No. 21)
WELLS FARGO BANK, N.A., Defendant. 16 17 The Court has reviewed the parties' stipulated
protective order below (ECF No. 21), 18 || and finds it comports with the relevant authorities and
the Court's Local Rule.

See L.R. 19 || 141.1. The Court APPROVES the protective order, subject to the following
clarification. The Court's Local Rules indicate that once an action is closed, it "will not retain ||
jurisdiction over enforcement of the terms of any protective order filed in that action." L.R.
141.1(f); see *Bylin Heating Sys., Inc. v. Thermal Techs., Inc.*, 2012 WL 13237584, at *2 (E.D.

Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain jurisdiction for
disputes concerning protective orders after closure of the case). Thus, the Court will not retain
jurisdiction over this protective order once the case is closed. Dated: October 6, 2025 C ii \$ \U
GHI 500 KIM 4, harc0077.25 UNITED STATES MAGISTRATE JUDGE 1 Melinda Jane Steuer
(SBN: 216105) 2 The Law Offices of Melinda Jane Steuer 1107 Second Street, Suite 230 3
Sacramento, CA 95814 Telephone: (916) 930-0045 4 Email:
msteuer@californiainvestoradvocate.com 5 6 7 UNITED STATES DISTRICT COURT 8
EASTERN DISTRICT OF CALIFORNIA 9 JULIE HARCHARIK, an individual, 10 Case No.
2:25-cv-00077-DAD-CSK 11 Hon. Dale A. Drozd Plaintiff, 12 13 v. STIPULATED
PROTECTIVE ORDER 14 WELLS FARGO BANK, N.A., a national banking association, 15 16
Defendant.

17 1. PURPOSES AND LIMITATIONS 18 Disclosure and discovery activity in this action are
likely to involve production of 19 confidential, proprietary, or private information for which
special protection from public disclosure 20 and from use for any purpose other than prosecuting
this litigation may be warranted.

Accordingly, 21 the parties hereby stipulate to and petition the court to enter the following
Stipulated Protective 22 Order. The parties acknowledge that this Order does not confer blanket
protections on all disclosures 23 or responses to discovery and that the protection it affords from

public disclosure and use extends 24 only to the limited information or items that are entitled to confidential treatment under the 25 applicable legal principles.

The parties further acknowledge, as set forth in Section 12.3, below, that 26 this Stipulated Protective Order does not entitle them to file confidential information under seal; and 27 Civil Local Rule 141 sets forth the procedures that must be followed and the standards that will be 28 applied when a party seeks permission from the court to file material under seal.

1 2. DEFINITIONS 2 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or 3 items under this Order. 4 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, 5 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil 6 Procedure 26(c). 7 Plaintiff has been asked to produce and/or intends to produce the following documents which 8 the parties agree are eligible for protection as confidential: a) Plaintiff’s medical records pertaining to 9 her disability; b) records from Plaintiff’s therapist and/or which reflect treatment Plaintiff has received 10 from her therapist; c) Plaintiff’s W-2s, tax forms, and tax returns; d) financial records reflecting 11 disability payments Plaintiff has received; and e) Plaintiff’s pay stubs.

The parties also anticipate that 12 Defendant may subpoena Plaintiff’s medical and disability records from her medical providers and 13 insurer(s). 14 Plaintiff’s medical records and records of treatment from her therapist contain detailed 15 descriptions of her medical and emotional condition and/or medical procedures she has had. Such 16 records are protected by the right to privacy set forth in the California Constitution.

(Grafilo v. 17 Soorani (2019) 41 Cal. App.5th 497, 507.) 18 Plaintiff’s tax returns and related documents are considered to be privileged and confidential 19 documents which are protected by the right to privacy. (Schnabel v. Superior Court (1993) 5 Cal.4th 20 704, 719-720.) 21 Plaintiff’s pay stubs and compensation payments are personal financial records of hers which 22 are also legitimately protected by the right to privacy.

(Valley Bank of Nev. v. Superior Court (1975) 23 15 Cal.3d 652, 656-657.) 24 Defendant has been asked to produce and/or intends to produce the following documents which 25 the parties agree are eligible for protection as confidential: a) employee handbooks and policies; b) 26 benefits information; and c) HR, accommodation, and leave files (which includes medical records).

27 This information is protectable because it contains Defendant’s confidential and proprietary 28 information regarding how it operates its business and the benefits it provides its employees. See 1 Lomeli v. Midland Funding, LLC (Nov. 1, 2019, N.D. Cal.) 2019 WL 5684531, at *2. If this 2 information is disclosed to the public, it could create a competitive disadvantage for Defendant.

3 The parties agree that the issuance of a protective order as to the foregoing records is an 4 appropriate means to balance the private and confidential nature of those records with the

relevance 5 of such records to the issues in this case. A protective order is appropriate because it provides 6 stronger and legally enforceable protections than a private agreement; a protective order can be 7 immediately enforced in this matter if it is breached, whereas a breach of a private agreement would 8 have to be pursued through a separate action for breach of contract; and a protective order provides a 9 clear legal framework for enforcement.

In addition, a protective order applies to records described 10 above which are produced by third parties, including Plaintiff's medical providers and the issuer of 11 her disability benefits, while a private agreement does not.

The parties anticipate that Defendant may 12 subpoena such records from third parties and that the third parties will not produce them without a 13 protective order as they will want assurance that the confidentiality of such records is protected. 14 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as 15 their support staff).

16 2.4 Designating Party: a Party or Non-Party that designates information or items that it 17 produces in disclosures or in responses to discovery as "CONFIDENTIAL." 18 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or 19 manner in which it is generated, stored, or maintained (including, among other things, testimony, 20 transcripts, and tangible things), that are produced or generated in disclosures or responses to 21 discovery in this matter.

22 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the 23 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a 24 consultant in this action. 25 2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel 26 does not include Outside Counsel of Record or any other outside counsel.

27 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity 28 not named as a Party to this action. 1 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but 2 are retained to represent or advise a party to this action and have appeared in this action on behalf of 3 that party or are affiliated with a law firm which has appeared on behalf of that party.

4 2.10 Party: any party to this action, including all of its officers, directors, employees, 5 consultants, retained experts, and Outside Counsel of Record (and their support staffs). 6 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material 7 in this action. 8 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g., 9 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, 10 or retrieving data in any form or medium) and their employees and subcontractors.

11 2.13 Protected Material: any Disclosure or Discovery Material that is designated as 12
“CONFIDENTIAL.” 13 2.14 Receiving Party: a Party that receives Disclosure or Discovery
Material from a 14 Producing Party. 15 3. SCOPE 16 The protections conferred by this Stipulation
and Order cover not only Protected Material (as 17 defined above), but also (1) any information
copied or extracted from Protected Material; (2) all 18 copies, excerpts, summaries, or
compilations of Protected Material; and (3) any testimony, 19 conversations, or presentations by
Parties or their Counsel that might reveal Protected Material.

20 However, the protections conferred by this Stipulation and Order do not cover the following 21
information: (a) any information that is in the public domain at the time of disclosure to a
Receiving 22 Party or becomes part of the public domain after its disclosure to a Receiving Party
as a result of 23 publication not involving a violation of this Order, including becoming part of the
public record 24 through trial or otherwise; and (b) any information known to the Receiving Party
prior to the 25 disclosure or obtained by the Receiving Party after the disclosure from a source
who obtained the 26 information lawfully and under no obligation of confidentiality to the
Designating Party.

Any use of 27 Protected Material at trial shall be governed by a separate agreement or order. 28 //
/ 1 4. DURATION 2 Even after final disposition of this litigation, the confidentiality obligations
imposed by this 3 Order shall remain in effect until a Designating Party agrees otherwise in
writing or a court order 4 otherwise directs. Final disposition shall be deemed to be the later of (1)
dismissal of all claims and 5 defenses in this action, with or without prejudice; and (2) final
judgment herein after the completion 6 and exhaustion of all appeals, rehearings, remands, trials,
or reviews of this action, including the time 7 limits for filing any motions or applications for
extension of time pursuant to applicable law.

8 5. DESIGNATING PROTECTED MATERIAL 9 5.1 Exercise of Restraint and Care in
Designating Material for Protection. Each Party or Non- 10 Party that designates information or
items for protection under this Order must take care to limit any 11 such designation to specific
material that qualifies under the appropriate standards.

The Designating 12 Party must designate for protection only those parts of material, documents,
items, or oral or written 13 communications that qualify – so that other portions of the material,
documents, items, or 14 communications for which protection is not warranted are not swept
unjustifiably within the ambit of 15 this Order. 16 Mass, indiscriminate, or routinized designations
are prohibited.

Designations that are shown to 17 be clearly unjustified or that have been made for an improper
purpose (e.g., to unnecessarily encumber 18 or retard the case development process or to impose
unnecessary expenses and burdens on other 19 parties) expose the Designating Party to sanctions.
20 If it comes to a Designating Party’s attention that information or items that it designated for 21

protection do not qualify for protection, that Designating Party must promptly notify all other Parties 22 that it is withdrawing the mistaken designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., 24 second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or 25 Discovery Material that qualifies for protection under this Order must be clearly so designated before 26 the material is disclosed or produced. 27 / / / 28 / / / 1 Designation in conformity with this Order requires: 2 (a) For information in documentary form (e.g., paper or electronic documents, but 3 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party 4 affix the legend “CONFIDENTIAL” to each page that contains protected material.

If only a portion 5 or portions of the material on a page qualifies for protection, the Producing Party also must clearly 6 identify the protected portion(s) (e.g., by making appropriate markings in the margins). 7 A Party or Non-Party that makes original documents or materials available for inspection need not 8 designate them for protection until after the inspecting Party has indicated which material it would like 9 copied and produced.

During the inspection and before the designation, all of the material made 10 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified 11 the documents it wants copied and produced, the Producing Party must determine which documents, 12 or portions thereof, qualify for protection under this Order. Then, before producing the specified 13 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains 14 Protected Material.

If only a portion or portions of the material on a page qualifies for protection, the 15 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate 16 markings in the margins). 17 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the 18 Designating Party identify on the record, before the close of the deposition, hearing, or other 19 proceeding, all protected testimony.

20 (c) for information produced in some form other than documentary and for any other 21 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or 22 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a 23 portion or portions of the information or item warrant protection, the Producing Party, to the extent 24 practicable, shall identify the protected portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate 26 qualified information or items does not, standing alone, waive the Designating Party’s right to secure 27 protection under this Order for such material. Upon timely correction of a designation,

the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order.

The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice.

In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain confidentiality in accordance with this court's local rules, including Rules 141, 233, and/or 251, as applicable, within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.

Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation.

In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a

deposition transcript or any portions thereof. Any motion 5 brought pursuant to this provision must be accompanied by a competent declaration affirming that the 6 movant has complied with the meet and confer requirements imposed by the preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. 8 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary 9 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the 10 Designating Party has waived the confidentiality designation by failing to file a motion to retain 11 confidentiality as described above, all parties shall continue to afford the material in question the level 12 of protection to which it is entitled under the Producing Party's designation until the court rules on the 13 challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL 15 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or 16 produced by another Party or by a Non-Party in connection with this case only for prosecuting, 17 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the 18 categories of persons and under the conditions described in this Order.

When the litigation has been 19 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL 20 DISPOSITION). 21 Protected Material must be stored and maintained by a Receiving Party at a location and in a 22 secure manner that ensures that access is limited to the persons authorized under this Order. 23 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

Unless otherwise ordered by the 24 court or permitted in writing by the Designating Party, a Receiving Party may disclose any 25 information or item designated "CONFIDENTIAL" only to: 26 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of 27 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this 28 litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached 1 hereto as Exhibit A; 2 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party 3 to whom disclosure is reasonably necessary for this litigation and who have signed the 4 "Acknowledgment and Agreement to Be Bound" (Exhibit A) 5 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is 6 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to 7 Be Bound" (Exhibit A); 8 (d) the court and its personnel; 9 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and 10 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have 11 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 12 (f) during their depositions, witnesses in the action to whom disclosure is reasonably 13 necessary and who have signed the

“Acknowledgment and Agreement to Be Bound” (Exhibit A), 14 unless otherwise agreed by the Designating Party or ordered by the court.

Pages of transcribed 15 deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound 16 by the court 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 custodian or other 19 person who otherwise possessed or knew the information.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION 21 22 If a Party is served with a subpoena or a court order issued in other litigation that compels 23 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party 24 must: 25 (a) promptly notify in writing the Designating Party. Such notification shall include a copy 26 of the subpoena or court order; 27 (b) promptly notify in writing the party who caused the subpoena or order to issue in the 28 other litigation that some or all of the material covered by the subpoena or order is subject to this 1 Protective Order.

Such notification shall include a copy of this Stipulated Protective Order; and 2 (c) cooperate with respect to all reasonable procedures sought to be pursued by the 3 Designating Party whose Protected Material may be affected. 4 If the Designating Party timely seeks a protective order, the Party served with the subpoena or 5 court order shall not produce any information designated in this action as “CONFIDENTIAL” before a 6 determination by the court from which the subpoena or order issued, unless the Party has obtained the 7 Designating Party’s permission.

The Designating Party shall bear the burden and expense of seeking 8 protection in that court of its confidential material – and nothing in these provisions should be 9 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive 10 from another court. 11 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION 12 13 (a) The terms of this Order are applicable to information produced by a Non-Party in this 14 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in 15 connection with this litigation is protected by the remedies and relief provided by this Order.

Nothing 16 in these provisions should be construed as prohibiting a Non-Party from seeking additional 17 protections. 18 (b) In the event that a Party is required, by a valid discovery request, to produce a Non- 19 Party’s confidential information in its possession, and the Party is subject to an agreement with the 20 Non-Party not to produce the Non-Party’s confidential information, then the Party shall: 21 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all 22 of the information requested is subject to a confidentiality agreement with a Non-Party; 23 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in 24 this litigation, the relevant discovery request(s), and a reasonably specific description of the 25

information requested; and 26 (3) make the information requested available for inspection by the Non-Party.

27 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days 28 of receiving the notice and accompanying information, the Receiving Party may produce the Non-1 Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a 2 protective order, the Receiving Party shall not produce any information in its possession or control that 3 is subject to the confidentiality agreement with the Non-Party before a determination by the court.

4 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking 5 protection in this court of its Protected Material. 6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected 8 Material to any person or in any circumstance not authorized under this Stipulated Protective Order, 9 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized 10 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) 11 inform the person or persons to whom unauthorized disclosures were made of all the terms of this 12 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be 13 Bound" that is attached hereto as Exhibit A. 14 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED 15 MATERIAL 16 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced 17 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties 18 are those set forth in Federal Rule of Civil Procedure 26(b) (5)(B). This provision is not intended to 19 modify whatever procedure may be established in an e-discovery order that provides for production 20 without prior privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 21 parties reach an agreement on the effect of disclosure of a communication or information covered by 22 the attorney-client privilege or work product protection, the parties may incorporate their agreement 23 in the stipulated protective order submitted to the court. 24 12. MISCELLANEOUS 25 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any person to seek its 26 modification by the court in the future. 27 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no 28 Party waives any right it otherwise would have to object to disclosing or producing any information 1 or item on any ground not addressed in this Stipulated Protective Order.

Similarly, no Party waives 2 any right to object on any ground to use in evidence of any of the material covered by this Protective 3 Order. 4 12.3 Filing Protected Material. Without written

permission from the Designating Party or a 5 court order secured after appropriate notice to all interested persons, a Party may not file in the public 6 record in this action any Protected Material.

A Party that seeks to file under seal any Protected 7 Material must comply with Civil Local Rule 141. Protected Material may only be filed under seal 8 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to 9 Civil Local Rule 141, a sealing order will issue only upon a request establishing that the Protected 10 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under 11 the law.

If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local 12 Rule 141 is denied by the court, then the Receiving Party may file the information in the public record 13 pursuant to Civil Local Rule 141 unless otherwise instructed by the court. 14 11. FINAL DISPOSITION 15 Within 60 days after the final disposition of this action, as defined in paragraph 4, each 16 Receiving Party must return all Protected Material to the Producing Party or destroy such material.

As 17 used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, 18 summaries, and any other format reproducing or capturing any of the Protected Material. Whether the 19 Protected Material is returned or destroyed, the Receiving Party must submit a written certification to 20 the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day 21 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was 22 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, 23 compilations, summaries or any other format reproducing or capturing any of the Protected Material.

24 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion 25 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and 26 trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if 27 such materials contain Protected Material.

Any such archival copies that contain or constitute 28 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION). 1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 2 DATED: October 6, 2025 LAW OFFICES OF MELINDA JANE STEUER 3 4 /s/ Melinda Jane Steuer 5 Melinda Jane Steuer Attorney for Plaintiff Julie Harcharik 6 7 DATED: October 6, 2025 SHEPPARD MULLIN RICHTER & HAMPTON, LLP 8 9 /s/ Raymond J. Nhan 10 Paul Berkowitz Raymond J. Nhan 11 Attorneys for Defendant Wells Fargo Bank, N.A.

12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1 EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 I, _____ [print or type full name], of _____ [print or type 4 full address], declare under penalty of perjury that

I have read in its entirety and understand the 5 Stipulated Protective Order that was issued by the United States District Court for the Eastern District 6 of California on _____, 2025 in the case of Harcharik v. Wells Fargo, U.S.D.C.

ED. Cal. Case 7 No. 2:25-cv-00077-DAD-CSK. I agree to comply with and to be bound by all the terms of this 8 Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose 9 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose 10 in any manner any information or item that is subject to this Stipulated Protective Order to any person 11 or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the Eastern 13 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even 14 if such enforcement proceedings occur after termination of this action. 15 I hereby appoint _____ [print or type full name] of 16 _____ [print or type full address and telephone number] as 17 my California agent for service of process in connection with this action or any proceedings related to 18 enforcement of this Stipulated Protective Order.

19	20	Date: _____	21	City and State where sworn and
		signed: _____	22	23 Printed name:
		_____	24	25 Signature:
		_____	26	27 28