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Clerk of the Superior Court  
By J. Siharath ,Deputy Clerk

6 Attorneys for Defendant  
CENTERRA SERVICES INTERNATIONAL, INC.

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN DIEGO**

10  
11 NORA MONTENEGRO in a Representative  
12 capacity only, and on behalf of other  
members of the general public similarly  
situated.

13 Plaintiff,

14 vs.  
15

16 CONSTELLIS INTEGRATED RISK  
MANAGEMENT SERVICES, INC., a  
17 Delaware Corporation; CENTERRA  
GROUP, LLC, a Delaware Limited Liability  
18 Company; CENTERRA SERVICES  
INTERNATIONAL, INC., a Delaware  
19 Corporation; and DOES 1-10, inclusive,

20 Defendants.  
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CASE NO. 37-2024-00011032-CU-OE-CTL

**CLASS ACTION**

**STIPULATION AND PROTECTIVE  
ORDER AND ~~PROPOSED~~ ORDER  
THEREON**

1           **IT IS HEREBY STIPULATED** by and between Plaintiff NORA MONTENEGRO  
2 (“Plaintiff”) and Defendant CENTERRA SERVICES INTERNATIONAL, INC. (“CSI” or  
3 “Defendant”) (collectively, the “Parties”), by and through their respective counsel of record, that  
4 in order to facilitate the Court’s approval and implementation of the PAGA Settlement Agreement  
5 and Release of Claims, which will require Defendant to produce the Database as defined below to  
6 a third party administrator (the “Settlement Administrator”), and which may be subject to  
7 confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the  
8 Parties stipulate as follows:

9           1.       In this Stipulation and Protective Order, the words set forth below shall have the  
10 following meanings:

11                   a.       “Proceeding” means the above-entitled proceeding, Case No. 37-2024-  
12 00011032-CU-OE-CTL.

13                   b.       “Court” means the Hon. Carolyn M. Caietti, Judge of the Superior Court,  
14 County of San Diego or any other judge to which this Proceeding may be assigned, including Court  
15 staff participating in such proceedings.

16                   c.       “Confidential” means any Documents, Testimony, or Information which is  
17 in the possession of a Designating Party who believes in good faith that such Documents,  
18 Testimony, or Information is entitled to confidential treatment under applicable law.

19                   d.       “Confidential Materials” means any Documents, Testimony, or Information  
20 as defined below designated as “Confidential” pursuant to the provisions of this Stipulation and  
21 Protective Order.

22                   e.       “Highly Confidential Materials” means any Documents, Testimony, or  
23 Information, as defined below, designated as “Highly Confidential” pursuant to the provisions of  
24 this Stipulation and Protective Order.

25                   f.       “Designating Party” means the Party that designates Documents, Testimony,  
26 or Information, as defined below, as “Confidential” or “Highly Confidential.”

27                   g.       “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or  
28 make available Materials, or any part thereof, or any information contained therein.

1 h. "Documents" means (i) any the "Database" as set forth in the Joint  
2 Stipulation Re: Class Action and Representative Action Settlement, which has not been produced  
3 in discovery and which will be provided to the Settlement Administrator only, and (ii) any copies,  
4 reproductions, or summaries of all or any part of the foregoing.

5 i. "Information" means the content of Documents or Testimony.

6 j. "Testimony" means all depositions, declarations, or other testimony taken  
7 or used in this Proceeding, although for the purposes of this Stipulation, there will not be any  
8 Testimony exchanged or produced.

9 2. The Designating Party shall have the right to designate as "Highly Confidential"  
10 only the non-public Documents, Testimony, or Information that the Designating Party in good faith  
11 believes would create a substantial risk of serious financial or other injury, if Disclosed to another  
12 Party or non-Party, and that such risk cannot be avoided by less restrictive means.

13 3. The entry of this Stipulation and Protective Order does not alter, waive, modify, or  
14 abridge any right, privilege, or protection otherwise available to any Party with respect to the  
15 discovery of matters, including but not limited to any Party's right to assert the attorney-client  
16 privilege, the attorney work product doctrine, or other privileges, or any Party's right to contest  
17 any such assertion.

18 4. Any Documents, Testimony, or Information to be designated as "Confidential" or  
19 "Highly Confidential" must be clearly so designated before the Document, Testimony, or  
20 Information is Disclosed or produced. The parties may agree that a case name and number are to  
21 be part of the "Highly Confidential" designation. The "Confidential" or "Highly Confidential"  
22 designation should not obscure or interfere with the legibility of the designated Information.

23 a. For Documents (apart from transcripts of depositions or other pretrial or trial  
24 proceedings), the Designating Party must affix the legend "Confidential" or "Highly Confidential"  
25 on each page of any Document containing such designated material.

26 b. For Testimony given in depositions the Designating Party may either:  
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1 i. identify on the record, before the close of the deposition, all  
2 “Confidential” or “Highly Confidential” Testimony, by specifying all portions of the Testimony  
3 that qualify as “Confidential” or “Highly Confidential;” or

4 ii. designate the entirety of the Testimony at the deposition as  
5 “Confidential” or “Highly Confidential” (before the deposition is concluded) with the right to  
6 identify more specific portions of the Testimony as to which protection is sought within 30 days  
7 following receipt of the deposition transcript. In circumstances where portions of the deposition  
8 Testimony are designated for protection, the transcript pages containing “Confidential” or “Highly  
9 Confidential” Information may be separately bound by the court reporter, who must affix to the top  
10 of each page the legend “Confidential” or “Highly Confidential,” as instructed by the Designating  
11 Party.

12 c. For Information produced in some form other than Documents, and for any  
13 other tangible items, including, without limitation, compact discs or DVDs, the Designating Party  
14 must affix in a prominent place on the exterior of the container or containers in which the  
15 Information or item is stored the legend “Confidential” or “Highly Confidential.” If only portions  
16 of the Information or item warrant protection, the Designating Party, to the extent practicable, shall  
17 identify the “Confidential” or “Highly Confidential” portions.

18 5. The inadvertent production by any of the undersigned Parties or non-Parties to the  
19 Proceedings of any Document, Testimony, or Information during discovery in this Proceeding  
20 without a “Confidential” or “Highly Confidential” designation, shall be without prejudice to any  
21 claim that such item is “Confidential” or “Highly Confidential” and such Party shall not be held to  
22 have waived any rights by such inadvertent production. In the event that any Document, Testimony,  
23 or Information that is subject to a “Confidential” or “Highly Confidential” designation is  
24 inadvertently produced without such designation, the Party that inadvertently produced the  
25 document shall give written notice of such inadvertent production within thirty (30) days of  
26 discovery of the inadvertent production, together with a further copy of the subject Document,  
27 Testimony, or Information designated as “Confidential” or “Highly Confidential” (the “Inadvertent  
28 Production Notice”). Upon receipt of such Inadvertent Production Notice, the Party that received



1 the inadvertently produced Document, Testimony, or Information shall promptly destroy the  
2 inadvertently produced Document, Testimony, or Information and all copies thereof, or, at the  
3 expense of the producing Party, return such together with all copies of such Document, Testimony  
4 or Information to counsel for the producing Party and shall retain only the "Confidential" or  
5 "Highly Confidential" materials. Should the receiving Party choose to destroy such inadvertently  
6 produced Document, Testimony, or Information, the receiving Party shall notify the producing  
7 Party in writing of such destruction within thirty (30) days of receipt of written notice of the  
8 inadvertent production. This provision is not intended to apply to any inadvertent production of  
9 any Document, Testimony, or Information protected by attorney-client or work product privileges.  
10 In the event that this provision conflicts with any applicable law regarding waiver of confidentiality  
11 through the inadvertent production of Documents, Testimony or Information, such law shall  
12 govern.

13         6. In the event that counsel for a Party receiving Documents, Testimony or Information  
14 in discovery designated as "Confidential" or "Highly Confidential" objects to such designation  
15 with respect to any or all of such items, said counsel shall advise counsel for the Designating Party,  
16 in writing, of such objections, the specific Documents, Testimony or Information to which each  
17 objection pertains, and the specific reasons and support for such objections (the "Designation  
18 Objections"). Counsel for the Designating Party shall have thirty (30) days from receipt of the  
19 written Designation Objections to either (a) agree in writing to de-designate Documents,  
20 Testimony, or Information pursuant to any or all of the Designation Objections and/or (b) file a  
21 motion with the Court seeking to uphold any or all designations on Documents, Testimony, or  
22 Information addressed by the Designation Objections (the "Designation Motion"). Pending a  
23 resolution of the Designation Motion by the Court, any and all existing designations on the  
24 Documents, Testimony, or Information at issue in such Motion shall remain in place. The  
25 Designating Party shall have the burden on any Designation Motion of establishing the applicability  
26 of its "Confidential" or "Highly Confidential" designation. In the event that the Designation  
27 Objections are neither timely agreed to nor timely addressed in the Designation Motion, then such  
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1 Documents, Testimony, or Information shall be de-designated in accordance with the Designation  
2 Objection applicable to such material.

3 7. Access to and/or Disclosure of Confidential Materials shall be permitted only to the  
4 following persons or entities:

5 a. the Court and Settlement Administrator;

6 b. (1) Attorneys of record in the Proceeding and their affiliated attorneys,  
7 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in  
8 the Proceeding and are not employees of any Party; (2) In-house counsel to the undersigned Parties  
9 and the paralegal, clerical and secretarial staff employed by such counsel. Provided, however, that  
10 each non-lawyer given access to Confidential Materials shall be advised that such materials are  
11 being Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order  
12 and that they may not be Disclosed other than pursuant to its terms;

13 c. those officers, directors, partners, members, employees and agents of all  
14 non-designating Parties that counsel for such Parties deems necessary to aid counsel in the  
15 prosecution and defense of this Proceeding; provided, however, that prior to the Disclosure of  
16 Confidential Materials to any such officer, director, partner, member, employee or agent, counsel  
17 for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to  
18 such person, shall explain that such person is bound to follow the terms of such Order, and shall  
19 secure the signature of such person on a statement in the form attached hereto as Exhibit A;

20 d. court reporters in this Proceeding (whether at depositions, hearings, or any  
21 other proceeding);

22 e. any deposition, trial, or hearing witness in the Proceeding who previously  
23 has had access to the Confidential Materials, or who is currently or was previously an officer,  
24 director, partner, member, employee or agent of an entity that has had access to the Confidential  
25 Materials;

26 f. any deposition or non-trial hearing witness in the Proceeding who previously  
27 did not have access to the Confidential Materials; provided, however, that each such witness given  
28 access to Confidential Materials shall be advised that such materials are being Disclosed pursuant



1 to, and are subject to, the terms of this Stipulation and Protective Order and that they may not be  
2 Disclosed other than pursuant to its terms;

3 g. mock jury participants, provided, however, that prior to the Disclosure of  
4 Confidential Materials to any such mock jury participant, counsel for the Party making the  
5 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain  
6 that such person is bound to follow the terms of such Order, and shall secure the signature of such  
7 person on a statement in the form attached hereto as Exhibit A.

8 h. outside experts or expert consultants consulted by the undersigned Parties or  
9 their counsel in connection with the Proceeding, whether or not retained to testify at any oral  
10 hearing; provided, however, that prior to the Disclosure of Confidential Materials to any such  
11 expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this  
12 Stipulation and Protective Order to such person, shall explain its terms to such person, and shall  
13 secure the signature of such person on a statement in the form attached hereto as Exhibit A. It shall  
14 be the obligation of counsel, upon learning of any breach or threatened breach of this Stipulation  
15 and Protective Order by any such expert or expert consultant, to promptly notify counsel for the  
16 Designating Party of such breach or threatened breach; and

17 i. any other person or entity that the Designating Party agrees to in writing.

18 8. Access to and/or Disclosure of Highly Confidential Materials shall be permitted  
19 only to the following persons or entities:

20 a. Attorneys of record in the Proceeding and their affiliated attorneys,  
21 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in  
22 the Proceeding and are not employees of any Party, stenographic and clerical employees and  
23 contractors, and outside copying services, who are working on this Proceeding (or any further  
24 proceedings herein) under the direction of such attorneys and to whom it is necessary that the  
25 Highly Confidential Materials be Disclosed for purposes of this Proceeding. Such employees,  
26 assistants, contractors and agents to whom such access is permitted and/or Disclosure is made shall,  
27 prior to such access or Disclosure, be advised of, and become subject to, the provisions of this  
28 Protective Order.



1           b.       outside experts or expert consultants consulted by the undersigned Parties or  
2 their counsel in connection with the Proceeding, whether or not retained to testify at any oral  
3 hearing; provided, however, that prior to the Disclosure of Highly Confidential Materials to any  
4 such expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy  
5 of this Stipulation and Protective Order to such person, shall explain its terms to such person, and  
6 shall secure the signature of such person on a statement in the form attached hereto as Exhibit A  
7 prior to the Disclosure of Highly Confidential Materials. It shall be the obligation of Attorneys of  
8 Record of either Party, upon learning of any breach or threatened breach of this Stipulation and  
9 Protective Order by any such expert or expert consultant, to promptly notify Attorneys of Record  
10 for the Designating Party of such breach or threatened breach;

11           c.       any person who authored, received, saw or was otherwise familiar with  
12 Documents, Testimony, or Information or thing designated "Highly Confidential," including any  
13 person otherwise familiar with the Highly Confidential Information contained therein, but only to  
14 the extent of that person's prior familiarity with the Highly Confidential Information;

15           d.       court reporters in this Proceeding (whether at depositions, hearings, or any  
16 other proceeding); and

17           e.       the Court and Settlement Administrator.

18       9.       Confidential Materials and Highly Confidential Materials shall be used by the  
19 persons or entities receiving them only for the purposes of preparing for, conducting, participating  
20 in the conduct of, and/or prosecuting and/or defending the Proceeding, and not for any business or  
21 other purpose whatsoever.

22       10.      Any Party to the Proceeding (or other person subject to the terms of this Stipulation  
23 and Protective Order) may ask the Court, after appropriate notice to the other Parties to the  
24 Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

25       11.      Entering into, agreeing to, and/or complying with the terms of this Stipulation and  
26 Protective Order shall not:

27           a.       operate as an admission by any person that any particular Document,  
28 Testimony, or Information marked "Confidential" or "Highly Confidential" contains or reflects

1 trade secrets, proprietary, confidential or competitively sensitive business, commercial, financial  
2 or personal information; or

3 b. prejudice in any way the right of any Party (or any other person subject to  
4 the terms of this Stipulation and Protective Order):

5 i. to seek a determination by the Court of whether any particular  
6 Confidential Materials or Highly Confidential Materials should be subject to protection under the  
7 terms of this Stipulation and Protective Order; or

8 ii. to seek relief from the Court on appropriate notice to all other Parties  
9 to the Proceeding from any provision(s) of this Stipulation and Protective Order, either generally  
10 or as to any particular Document, Material or Information.

11 12. Any Party to the Proceeding who has not executed this Stipulation and Protective  
12 Order as of the time it is presented to the Court for signature may thereafter become a Party to this  
13 Stipulation and Protective Order by its counsel's signing and dating a copy thereof and filing the  
14 same with the Court, and serving copies of such signed and dated copy upon the other Parties to  
15 this Stipulation and Protective Order.

16 13. Any Information that may be produced by a non-Party witness in discovery in the  
17 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as  
18 "Confidential" or "Highly Confidential" under the terms of this Stipulation and Protective Order,  
19 and any such designation by a non-Party shall have the same force and effect, and create the same  
20 duties and obligations, as if made by one of the undersigned Parties hereto. Any such designation  
21 shall also function as consent by such producing non-Party to the authority of the Court in the  
22 Proceeding to resolve and conclusively determine any motion or other application made by any  
23 person or Party with respect to such designation, or any other matter otherwise arising under this  
24 Stipulation and Protective Order.

25 14. If any person subject to this Stipulation and Protective Order who has custody of  
26 any Confidential Materials or Highly Confidential Materials receives a subpoena or other process  
27 ("Subpoena") from any government or other person or entity demanding production of such  
28 materials, the recipient of the Subpoena shall promptly give notice of the same by electronic mail



1 transmission, followed by either express mail or overnight delivery to counsel of record for the  
2 Designating Party, and shall furnish such counsel with a copy of the Subpoena. Upon receipt of  
3 this notice, the Designating Party may, in its sole discretion and at its own cost, move to quash or  
4 limit the Subpoena, otherwise oppose production of the Confidential Materials or Highly  
5 Confidential Materials, and/or seek to obtain confidential treatment of such materials from the  
6 subpoenaing person or entity to the fullest extent available under law. The recipient of the  
7 Subpoena may not produce any Confidential Materials or Highly Confidential Materials pursuant  
8 to the Subpoena prior to the date specified for production on the Subpoena.

9 15. Nothing in this Stipulation and Protective Order shall be construed to preclude either  
10 Party from asserting in good faith that certain Confidential Materials or Highly Confidential  
11 Materials require additional protection. The Parties shall meet and confer to agree upon the terms  
12 of such additional protection.

13 16. If, after execution of this Stipulation and Protective Order, any Confidential  
14 Materials or Highly Confidential Materials submitted by a Designating Party under the terms of  
15 this Stipulation and Protective Order is Disclosed by a non-Designating Party to any person other  
16 than in the manner authorized by this Stipulation and Protective Order, the non-Designating Party  
17 responsible for the Disclosure shall bring all pertinent facts relating to the Disclosure of such  
18 Confidential Materials or Highly Confidential Materials to the immediate attention of the  
19 Designating Party.

20 17. This Stipulation and Protective Order is entered into without prejudice to the right  
21 of any Party to knowingly waive the applicability of this Stipulation and Protective Order to any  
22 Confidential Materials or Highly Confidential Materials designated by that Party. If the  
23 Designating Party uses Confidential Materials or Highly Confidential Materials in a non-  
24 Confidential manner, then the Designating Party shall advise that the designation no longer applies.

25 18. Where any Confidential Materials or Highly Confidential Materials, or Information  
26 derived therefrom, is included in any motion or other proceeding governed by California Rules of  
27 Court, Rules 2.550 and 2.551, the Parties and any involved non-party shall follow those rules. With  
28 respect to discovery motions or other proceedings not governed by California Rules of Court, Rules



1 2.550 and 2.551, the following shall apply: If Confidential Materials, Highly Confidential  
2 Materials, or Information derived therefrom are submitted to or otherwise disclosed to the Court in  
3 connection with discovery motions and proceedings, the same shall be separately filed under seal  
4 with the clerk of the Court in an envelope marked: "CONFIDENTIAL – FILED UNDER SEAL  
5 PURSUANT TO PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING ORDER  
6 REQUIRED."

7 19. The Parties shall meet and confer regarding the procedures for use of any  
8 Confidential Materials or Highly Confidential Materials at trial and shall move the Court for entry  
9 of an appropriate order.

10 20. Nothing in this Stipulation and Protective Order shall affect the admissibility into  
11 evidence of Confidential Materials or Highly Confidential Materials, or abridge the rights of any  
12 person to seek judicial review or to pursue other appropriate judicial action with respect to any  
13 ruling made by the Court concerning the issue of the status of any Confidential Materials or Highly  
14 Confidential Materials.

15 21. This Stipulation and Protective Order shall continue to be binding after the  
16 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, except  
17 that a Party may seek the written permission of the Designating Party or may move the Court for  
18 relief from the provisions of this Stipulation and Protective Order. To the extent permitted by law,  
19 the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective  
20 Order, even after the Proceeding is terminated.

21 22. Upon written request made within thirty (30) days after the settlement or other  
22 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either (a)  
23 promptly return to counsel for each Designating Party all Confidential Materials and Highly  
24 Confidential Materials, and all copies thereof (except that counsel for each Party may maintain in  
25 its files, in continuing compliance with the terms of this Stipulation and Protective Order, all work  
26 product, and one copy of each pleading filed with the Court [and one copy of each deposition  
27 together with the exhibits marked at the deposition])\* , (b) agree with counsel for the Designating  
28 Party upon appropriate methods and certification of destruction or other disposition of such

1 materials, or (c) as to any Documents, Testimony, or other Information not addressed by sub-  
2 paragraphs (a) and (b), file a motion seeking a Court order regarding proper preservation of such  
3 Materials. To the extent permitted by law the Court shall retain continuing jurisdiction to review  
4 and rule upon the motion referred to in sub-paragraph (c) herein. \*[The bracketed portion of this  
5 provision shall be subject to agreement between counsel for the Parties in each case.]. However,  
6 the Designating Party shall keep a copy of all Confidential and Highly Confidential documents and  
7 information for a period of at least one (1) year after termination of the action, in the event such  
8 designated information is necessary to either enforce any settlement in this action or for any other  
9 purpose related to this action.

10 23. After this Stipulation and Protective Order has been signed by counsel for all  
11 Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth  
12 herein with regard to any Confidential Materials or Highly Confidential Materials that have been  
13 produced before the Court signs this Stipulation and Protective Order.

14 24. The Parties and all signatories to the Certification attached hereto as Exhibit A agree  
15 to be bound by this Stipulation and Protective Order pending its approval and entry by the Court.  
16 In the event that the Court modifies this Stipulation and Protective Order, or in the event that the  
17 Court enters a different Protective Order, the Parties agree to be bound by this Stipulation and  
18 Protective Order until such time as the Court may enter such a different Order. It is the Parties'  
19 intent to be bound by the terms of this Stipulation and Protective Order pending its entry so as to  
20 allow for immediate production of Confidential Materials and Highly Confidential Materials under  
21 the terms herein.

22 This Stipulation and Protective Order may be executed in counterparts.  
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**SULLIVAN & YAECKEL LAW GROUP, APC**

Dated: April 16, 2025

*Eric Yaeckel*

Eric K. Yaeckel  
Ryan T. Kuhn  
Karoline D. Kitlowski  
Counsel for Plaintiff Nora Montenegro

**MCGUIREWOODS LLP**

Dated: \_\_\_\_\_, 2024

Sabrina A. Beldner  
David Szwarczstejn  
Counsel for Defendant  
Centerra Services International, Inc.



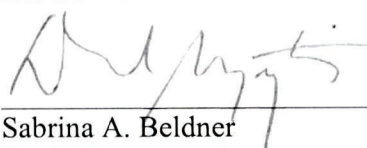
**SULLIVAN & YAECKEL LAW GROUP, APC**

Dated:

Eric K. Yaeckel  
Ryan T. Kuhn  
Karoline D. Kitlowski  
Counsel for Plaintiff Nora Montenegro

**MCGUIREWOODS LLP**

Dated: April 17, 2025

  
Sabrina A. Beldner  
David Szwarczstejn  
Counsel for Defendant  
Centerra Services International, Inc.

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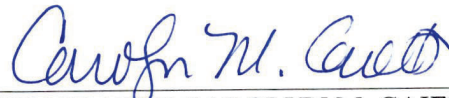
**ORDER**

**GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and Protective Order.

**IT IS SO ORDERED.**

Dated:

4/21/25



HONORABLE CAROLYN M. CAIETTI  
JUDGE OF THE SUPERIOR COURT

The court further orders, any submission of records to the court which a party is seeking to seal or remain confidential must comply with CRC 2.550 and 2.551. The court is not permitted to allow a record to be filed under seal based solely on agreement or stipulation of the parties. CRC 2.551(a); See also, *Overstock.Com, Inc. v. Goldman Sachs Group, Inc.* (2014) 231 Cal.App.4th 471, 486. To the extent this stipulation conflicts with the above, the court's order applies

**EXHIBIT A**

**CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, Courtney Murray-Johnson [NAME],  
Settlement Administrator, CAC Services Group, LLC [POSITION AND EMPLOYER], am  
about to receive Confidential Materials and/or Highly Confidential Materials supplied in  
connection with the Proceeding entitled *Montenegro v. Constellis Integrated Risk Management*  
*Services International, Inc. et al.*, Case No. 37-2024-00011032-CU-OE-CTL. I certify that I  
understand that the Confidential Materials and/or Highly Confidential Materials are provided to  
me subject to the terms and restrictions of the Stipulation and Protective Order filed in this  
Proceeding. I have been given a copy of the Stipulation and Protective Order; I have read it, and I  
agree to be bound by its terms.

I understand that the Confidential Materials and Highly Confidential Materials, as defined  
in the Stipulation and Protective Order, including any notes or other records that may be made  
regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by  
the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of this  
Proceeding, any Confidential Materials or Highly Confidential Materials obtained pursuant to this  
Stipulation and Protective Order, except as provided therein or otherwise ordered by the Court in  
the Proceeding.

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1 I further understand that I am to retain all copies of all Confidential Materials and Highly  
2 Confidential Materials provided to me in the Proceeding in a secure manner, and that all copies of  
3 such materials are to remain in my personal custody until termination of my participation in this  
4 Proceeding, whereupon the copies of such materials will be returned to counsel who provided me  
5 with such materials.

6 I declare under penalty of perjury, under the laws of the State of California, that the  
7 foregoing is true and correct.

8  
9 DATED: 8/18/2025

BY:

Courtney Murray-Johnson  
Signature

Settlement Administrator  
Title

6420 Flying Cloud Dr, Ste 101  
Address

Eden Prairie, MN 55344-3315  
City, State, Zip

952-224-2199  
Telephone Number

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1800 Century Park East, 8th Floor, Los Angeles, California 90067.

On April 17, 2025, I served the following document(s) described as **STIPULATION AND PROTECTIVE ORDER AND [PROPOSED] ORDER THEREON** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

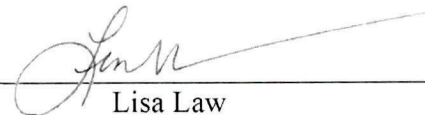
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*Attorney for Plaintiff*  
*Nora Montenegro*

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused the document(s) to be sent from e-mail address llaw@mcguirewoods.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 17, 2025, at Los Angeles, CA.

  
Lisa Law