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19 **UNITED STATES DISTRICT COURT**  
 20 **CENTRAL DISTRICT OF CALIFORNIA**

21 CLAY MURRAY, DAVID FRANCO,  
 22 SHAREEN WINKLE, MARIA  
 23 TRACY, ERICK BROWN, on behalf  
 24 of themselves and all others similarly  
 25 situated,

Plaintiffs,

v.

26 COUNTY OF SANTA BARBARA,  
 27 and SANTA BARBARA COUNTY  
 28 SHERIFF'S OFFICE,

Defendants.

Case No. 2:17-cv-08805-GW-JPR

**CLASS ACTION**

**STIPULATED PROTECTIVE ORDER**

Complaint Filed: December 6, 2017

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1 **1. INTRODUCTION**

2 **1.1 PURPOSES AND LIMITATIONS**

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

17 **1.2 GOOD CAUSE STATEMENT**

18 This action is likely to involve confidential, proprietary, highly sensitive, or  
19 private information, or information that could implicate the safety and security of a  
20 correctional facility for which special protection from public disclosure and from  
21 use for any purpose other than prosecution of this action is warranted. Such  
22 confidential and proprietary materials and information may consist of, among other  
23 things, medical files, personnel files, records that identify inmates and/or parolees,  
24 information otherwise generally unavailable to the public, or which may be  
25 privileged or otherwise protected from disclosure under state or federal statutes,  
26 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
27 information, to facilitate the prompt resolution of disputes over confidentiality of  
28 discovery materials, to adequately protect information the parties believe they are

1 entitled to keep confidential, to ensure that the parties are permitted reasonable  
2 necessary uses of such material in preparation for and in the conduct of trial, to  
3 address their handling at the end of the litigation, and serve the ends of justice, a  
4 protective order for such information is justified in this matter. It is the intent of the  
5 parties that information will not be designated as confidential for tactical reasons  
6 and that nothing be so designated without a good faith belief that it has been  
7 maintained in a confidential, non-public manner, and there is good cause why it  
8 should not be part of the public record of this case.

9 **2. DEFINITIONS**

10 **2.1 ACTION:** *Murray, et al. v. County of Santa Barbara, et al.*, U.S.  
11 District Court for the Central District of California, Case No. 2:17-cv-08805-GW-  
12 JPR.

13 **2.2 CHALLENGING PARTY:** a Party or Non-Party that challenges the  
14 designation of information or items under this Order.

15 **2.3 “CONFIDENTIAL” INFORMATION OR ITEMS:** information  
16 (regardless of how it is generated, stored or maintained) or tangible things that  
17 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
18 above in the Good Cause Statement.

19 **2.4 COUNSEL:** Outside Counsel of Record and County Counsel (as well  
20 as their support staff).

21 **2.5 DESIGNATING PARTY:** a Party or Non-Party that designates  
22 information or items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL.”

24 **2.6 DISCLOSURE OR DISCOVERY MATERIAL:** all items or  
25 information, regardless of the medium or manner in which it is generated, stored,  
26 or maintained (including, among other things, testimony, transcripts, and tangible  
27 things), that are produced or generated in disclosures or responses to discovery in  
28 this matter.

1           **2.7 JOINT SUBJECT MATTER EXPERT:** a person with specialized  
2 knowledge or experience in a matter pertinent to the litigation who has been jointly  
3 retained by the Parties to serve as an expert witness or as a consultant in this  
4 Action.

5           **2.8 JOINT SUBJECT MATTER EXPERT FULL REPORTS AND**  
6 **APPENDICES:** a full report prepared by a Joint Subject Matter Expert, with  
7 personal identifying information replaced by codes (e.g. Prisoner A) and sensitive  
8 security information removed; and (2) a confidential appendix that identifies  
9 individual prisoner-patients discussed in the report (e.g. Prisoner A = NAME).

10           **2.9 EXECUTIVE SUMMARY:** a summary report prepared by a Joint  
11 Subject Matter Expert that summarizes the expert’s findings, the factual bases of  
12 each of those findings, and recommendations for addressing any identified  
13 deficiencies, with personal identifying information replaced by codes (e.g. Prisoner  
14 A) and all other confidential and/or sensitive security information removed. The  
15 Parties agree that Executive Summaries are, by definition, not Protected Material,  
16 so long as they do not contain information that is privileged or otherwise protected  
17 from disclosure under state or federal law. Any dispute over whether information  
18 contained in an Executive Summary is privileged or otherwise protected from  
19 disclosure under state or federal law shall be resolved in accordance with the  
20 procedures set forth in Section 6 of this Order. When any such dispute is pending  
21 resolution, only the disputed portion will be treated as confidential and redacted as  
22 necessary, while all other parts of the Executive Summary shall be treated as non-  
23 confidential.

24           **2.10 NON-PARTY:** any natural person, partnership, corporation,  
25 association, or other legal entity not named as a Party to this action.

26           **2.11 OUTSIDE COUNSEL OF RECORD:** attorneys who are not  
27 employees of a party to this Action but are retained to represent or advise a party to  
28 this Action and have appeared in this Action on behalf of that party or are affiliated

1 with a law firm which has appeared on behalf of that party, and includes support  
2 staff.

3 **2.12 PARTY:** any party to this Action, including all of its officers,  
4 directors, employees, consultants, retained experts, and Outside Counsel of Record  
5 (and their support staffs).

6 **2.13 PRODUCING PARTY:** a Party or Non-Party that produces  
7 Disclosure or Discovery Material in this Action.

8 **2.14 PROFESSIONAL VENDORS:** persons or entities that provide  
9 litigation support services (e.g., photocopying, videotaping, translating, preparing  
10 exhibits or demonstrations, and organizing, storing, or retrieving data in any form  
11 or medium) and their employees and subcontractors.

12 **2.15 PROTECTED MATERIAL:** any Disclosure or Discovery Material  
13 that is designated as “CONFIDENTIAL.”

14 **2.16 RECEIVING PARTY:** a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

16 **3. SCOPE**

17 The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above), but also (1) any information copied or  
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
20 compilations of Protected Material; and (3) any testimony, conversations, or  
21 presentations by the Parties, their Counsel, or Non-Party that might reveal  
22 Protected Material.

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

25 **4. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations  
27 imposed by this Order shall remain in effect until a Designating Party agrees  
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
2 with or without prejudice; and (2) final judgment herein after the completion and  
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
4 including the time limits for filing any motions or applications for extension of  
5 time pursuant to applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 **5.1 EXERCISE OF RESTRAINT AND CARE IN DESIGNATING**  
8 **MATERIAL FOR PROTECTION.**

9 Each Party or Non-Party that designates information or items for protection  
10 under this Order must take care to limit any such designation to specific material  
11 that qualifies under the appropriate standards. The Designating Party must  
12 designate for protection only those parts of material, documents, items, or oral or  
13 written communications that qualify so that other portions of the material,  
14 documents, items, or communications for which protection is not warranted are not  
15 swept unjustifiably within the ambit of this Order.

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

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

24 **5.2 MANNER AND TIMING OF DESIGNATIONS.**

25 Except as otherwise provided in this Order (see, e.g., second paragraph of  
26 section 5.2.1 and section 5.2.2, below), or as otherwise stipulated or ordered,  
27 Disclosure or Discovery Material that qualifies for protection under this Order  
28 must be clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 5.2.1 for information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of depositions or other pretrial or trial  
4 proceedings), that the Producing Party affix at a minimum, the legend  
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
6 contains protected material. If only a portion or portions of the material on a page  
7 qualifies for protection, the Producing Party also must clearly identify the  
8 protected portion(s) (e.g., by making appropriate markings in the margins).

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

21 5.2.2 for testimony given in depositions and exhibits attached to  
22 deposition transcripts, the Designating Party must advise the Parties and the court  
23 reporter during the deposition or within thirty (30) days thereafter, that the  
24 deposition contains Protected Material or Disclosure or Discovery Material the  
25 Designating Party intends to designate as CONFIDENTIAL. Upon such notice,  
26 the entire transcript (including exhibits) shall be treated as CONFIDENTIAL for  
27 thirty (30) days after the deposition, within which time the Designating Party shall  
28 advise the Parties and the court reporter of the specific pages and lines, exhibits,

1 and/or portions of exhibits where the CONFIDENTIAL information appears. At  
2 the conclusion of this thirty (30) day period, transcript pages and exhibits  
3 containing CONFIDENTIAL information shall be designated with the  
4 “CONFIDENTIAL legend” and shall be treated as Protected Material under this  
5 Order. Pages of transcribed deposition testimony or exhibits to depositions that  
6 reveal CONFIDENTIAL information or Protected Material may be separately  
7 bound by the court reporter and shall not be disclosed to anyone except as  
8 permitted under this Stipulated Protective Order.

9           5.2.3 for information produced in some form other than documentary  
10 and for any other tangible items, that the Producing Party affix in a prominent  
11 place on the exterior of the container or containers in which the information is  
12 stored the legend “CONFIDENTIAL.” If only a portion or portions of the  
13 information warrants protection, the Producing Party, to the extent practicable,  
14 shall identify the protected portion(s).

15           The Parties agree that Joint Subject Matter Expert Full Reports and  
16 Appendices are Protected Material and, as such, need not be designated as  
17 "CONFIDENTIAL" by any party to qualify for protection under this Order.  
18 However, all Joint Subject Matter Expert Full Reports and Appendices must  
19 contain the “CONFIDENTIAL legend.” The Parties further agree that Executive  
20 Summaries are, by definition, not Protected Material, so long as they do not  
21 contain information that is privileged or otherwise protected from disclosure under  
22 state or federal law. Any dispute over whether information contained in an  
23 Executive Summary is privileged or otherwise protected from disclosure under  
24 state or federal law shall be resolved in accordance with the procedures set forth in  
25 Section 6 of this Order. When any such dispute is pending resolution, only the  
26 disputed portion will be treated as confidential and redacted as necessary, while all  
27 other parts of the Executive Summary shall be treated as non-confidential.

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

7           **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

11           **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
12 resolution process under Local Rule 37.1 et seq.

13           **6.3** The burden of persuasion in any such challenge proceeding shall be  
14 on the Designating Party. Frivolous challenges, and those made for an improper  
15 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
16 parties) may expose the Challenging Party to sanctions. Unless the Designating  
17 Party has waived or withdrawn the confidentiality designation, all parties shall  
18 continue to afford the material in question the level of protection to which it is  
19 entitled under the Producing Party’s designation until the Court rules on the  
20 challenge.

21           **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22           **7.1 Basic Principles.** A Receiving Party may use Protected Material that  
23 is disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under  
26 the conditions described in this Order. When the Action has been terminated, a  
27 Receiving Party must comply with the provisions of Section 13 below (FINAL  
28 DISPOSITION).

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

4 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated

7 “CONFIDENTIAL” only to:

8 7.2.1 the Receiving Party’s Counsel or Outside Counsel of Record in  
9 this Action, as well as employees of said Counsel or Outside Counsel of Record to  
10 whom it is reasonably necessary to disclose the information for this Action;

11 7.2.2 the employees of the Receiving Party to whom disclosure is  
12 reasonably necessary for this Action;

13 7.2.3 Expert witnesses and/or consultants of the Receiving Party to  
14 whom disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 7.2.4 the court and its personnel;

17 7.2.5 court reporters and their staff;

18 7.2.6 professional jury or trial consultants, mock jurors, and  
19 Professional Vendors to whom disclosure is reasonably necessary for this Action  
20 and who have signed the “Acknowledgment and Agreement to Be Bound”  
21 (Exhibit A);

22 7.2.7 the author or recipient of a document containing the  
23 information or a custodian or other person who otherwise possessed or knew the  
24 information;

25 7.2.8 during their depositions, witnesses, and attorneys for witnesses,  
26 in the Action to whom disclosure is reasonably necessary provided the witness, and  
27 attorneys for the witness, sign the “Acknowledgment and Agreement to Be Bound”  
28 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the

1 court. and

2 7.2.9 any mediator or settlement officer, and their supporting  
3 personnel, mutually agreed upon by any of the parties engaged in settlement  
4 discussions or appointed by the Court.

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

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

10 8.1.1 promptly notify in writing the Designating Party. Such  
11 notification shall include a copy of the subpoena or court order unless prohibited  
12 by law;

13 8.1.2 promptly notify in writing the party who caused the subpoena  
14 or order to issue in the other litigation that some or all of the material covered by  
15 the subpoena or order is subject to this Protective Order. Such notification shall  
16 include a copy of this Stipulated Protective Order; and

17 8.1.3 cooperate with respect to all reasonable procedures sought to be  
18 pursued by the Designating Party whose Protected Material may be affected.

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

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

4 9.1.1 The terms of this Order are applicable to information produced  
5 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
6 information produced by Non-Parties in connection with this litigation is protected  
7 by the remedies and relief provided by this Order. Nothing in these provisions  
8 should be construed as prohibiting a Non-Party from seeking additional  
9 protections.

10 9.1.2 In the event that a Party is required, by a valid discovery  
11 request, to produce a Non-Party’s confidential information in its possession, and  
12 the Party is subject to an agreement with the Non-Party not to produce the Non-  
13 Party’s confidential information, then the Party shall:

14 (a) promptly notify in writing the Requesting Party and the  
15 Non-Party that some or all of the information requested is subject to a  
16 confidentiality agreement with a Non-Party;

17 (b) promptly provide the Non-Party with a copy of the  
18 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
19 reasonably specific description of the information requested; and

20 (c) make the information requested available for inspection  
21 by the Non-Party, if requested.

22 9.1.3 If the Non-Party fails to seek a protective order from this court  
23 within 14 days of receiving the notice and accompanying information, the  
24 Receiving Party may produce the Non-Party’s confidential information responsive  
25 to the discovery request. If the Non-Party timely seeks a protective order, the  
26 Receiving Party shall not produce any information in its possession or control that  
27 is subject to the confidentiality agreement with the Non-Party before a  
28 determination by the court. Absent a court order to the contrary, the Non-Party

1 shall bear the burden and expense of seeking protection in this court of its  
2 Protected Material.

3 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

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

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

26 **12. MISCELLANEOUS**

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

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

7           **12.3 Filing Protected Material.** A Party that seeks to file under seal any  
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
9 may only be filed under seal pursuant to a court order authorizing the sealing of the  
10 specific Protected Material at issue. If a Party’s request to file Protected Material  
11 under seal is denied by the court, then the Receiving Party may file the information  
12 in the public record unless otherwise instructed by the court.

13 **13. FINAL DISPOSITION**

14           After the final disposition of this Action, as defined in paragraph 4, within  
15 60 days of a written request by the Designating Party, each Receiving Party must  
16 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,  
18 compilations, summaries, and any other format reproducing or capturing any of the  
19 Protected Material. Whether the Protected Material is returned or destroyed, the  
20 Receiving Party must submit a written certification to the Producing Party (and, if  
21 not the same person or entity, to the Designating Party) by the 60 day deadline that  
22 (1) identifies (by category, where appropriate) all the Protected Material that was  
23 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
24 copies, abstracts, compilations, summaries or any other format reproducing or  
25 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
26 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
27 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
28 and trial exhibits, expert reports, attorney work product, and consultant and expert

1 work product, even if such materials contain Protected Material. Any such archival  
2 copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 4 (DURATION).

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

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 Respectfully Submitted,

9 Dated: March 6, 2018

10  
11 By: /s/ Julia E. Romano  
12 Julia E. Romano  
13 KING & SPALDING LLP

14 Attorneys for Plaintiffs

15 Dated: March 6, 2018

16 By: /s/ Danielle Drossel  
17 Danielle Drossel  
18 OFFICE OF COUNTY COUNSEL

19 Attorneys for Defendants

20 ATTESTATION RE SIGNATORIES

21 I, Julia E. Romano, hereby attest that the other signatories listed, on whose  
22 behalf this filing is submitted, concur in the filing's content and have authorized  
23 the filing.

24 Executed on March 6, 2018 at Los Angeles, California.

25 /s/ Julia E. Romano  
26 Julia E. Romano

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on March \_\_, 2018 in the case of *Murray, et al. v. County of Santa Barbara, et al.*, United States District Court for the Central District of California, Case No. 2:17-cv-08805-GW-JPR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: March 8, 2018

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The Honorable Jean P. Rosenbluth

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United States Magistrate Judge

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