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9

10 IN THE UNITED STATES DISTRICT COURT  
11 FOR THE EASTERN DISTRICT OF CALIFORNIA  
12 FRESNO DIVISION

13  
14 **YVONNE ARCURE, KEVIN COOK, &**  
**JOSEPH FESSENDEN,**  
15  
16 Plaintiffs,  
17  
18 **v.**  
19 **CALIFORNIA DEPARTMENT OF**  
**DEVELOPMENTAL SERVICES,**  
**DEBORAH MEEKER, JEFFREY**  
**BRADLEY, DOUGLAS LOEHNER,**  
20 **DAVID CORRAL, & MICHAEL FLORES,**  
21 Defendants.  
22

1:13-cv-00541-LJO-BAM

**STIPULATED PROTECTIVE ORDER**

23 1. PURPOSES AND LIMITATIONS

24 Disclosure and some additional discovery activity in this action will involve production of  
25 confidential, proprietary, or private information for which special protection from public  
26 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
27 Some information disclosed and produced in discovery will constitute confidential mental health  
28 information protected by The Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code, § 5000 et

1 seq.) and companion statutes in the Lanterman Developmental Disabilities Services Act (Cal.  
2 Welf. & Inst. Code, § 4500 et seq.). *See also* Welf. & Inst. Code, §§ 5328, 5328.15, 4514.  
3 Further, unauthorized or improper disclosure of DDS client medical information may violate the  
4 Health Insurance Portability and Accountability Act. Some information disclosed and produced  
5 in discovery will constitute confidential “official information” protected by California Evidence  
6 Code section 1040. Some information will constitute confidential peace officer “personnel  
7 records” under California Penal Code section 832.7. And some information pertaining to DDS  
8 employees is protected by the right to privacy under the California and U.S. Constitutions. Other  
9 information will involve confidential information that is exempt from disclosure under the  
10 California Public Records Act (Cal. Gov. Code, § 6250 et seq.).

11 Because much of the information that will be disclosed and produced in this case  
12 constitutes protected confidential information, the parties hereby stipulate and petition the court to  
13 enter the following Stipulated Protective Order which provides protection to all documents  
14 disclosed and produced in discovery. The intent of this protective order is to facilitate the  
15 efficient exchange of information among the parties. The parties further acknowledge, as set  
16 forth in Section 7.3, below, that they will provide advanced notice to the other parties before  
17 filing confidential information with the court. This notice period is intended to allow the parties  
18 an opportunity to meet and confer about whether confidential information should be filed under  
19 seal in accordance with Local Rule 141, or whether to redact confidential information before it is  
20 filed with the court.

21 2. DEFINITIONS

22 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
23 information or items under this Order.

24 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
25 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
26 of Civil Procedure 26(c). Without limitation, all documents and electronically stored information  
27 disclosed or produced in discovery are presumptively confidential under the first level of  
28 confidentiality as provided in paragraph 5. Documents that are specifically designated as

1 “Confidential” as provided in paragraph 5, are subject to additional protections and restrictions  
2 under the second level of confidentiality provided in this order.

3 2.3 Counsel (without qualifier): Outside Counsel of Record and Agency Counsel (as  
4 well as their support staff).

5 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
6 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

7 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
8 medium or manner in which it is generated, stored, or maintained (including, among other things,  
9 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
10 responses to discovery in this matter.

11 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to  
12 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
13 consultant in this action.

14 2.7 Agency Counsel: attorneys who are employees of a party to this action. Agency  
15 Counsel does not include Outside Counsel of Record or any other outside counsel.

16 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal  
17 entity not named as a Party to this action.

18 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this  
19 action but are retained to represent or advise a party to this action and have appeared in this action  
20 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

21 2.10 Party: any party to this action, including all of its officers, directors, employees,  
22 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

23 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
24 Material in this action.

25 2.12 Professional Vendors: persons or entities that provide litigation support services  
26 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
27 organizing, storing, or retrieving data in any form or medium) and their employees and  
28 subcontractors.

1           2.13 Protected Material: Without limitation, all documents and electronically stored  
2 information that are disclosed or produced in discovery, and any other information that is  
3 designated as “CONFIDENTIAL.”

4           2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
5 Producing Party.

6           3.       SCOPE

7           The protections conferred by this Stipulation and Order cover not only Protected Material  
8 (as defined above), but also (1) any information copied or extracted from Protected Material; and  
9 (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
10 or presentations by Parties or their Counsel that might reveal Protected Material.

11           However, the protections conferred by this Stipulation and Order do not cover the  
12 following information: (a) any information that is in the public domain at the time of disclosure to  
13 a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party  
14 as a result of publication not involving a violation of this Order, including becoming part of the  
15 public record through trial or otherwise; and (b) any information known to the Receiving Party  
16 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who  
17 obtained the information lawfully and under no obligation of confidentiality to the Designating  
18 Party. Plaintiffs, all of whom are Department of Developmental Services (“DDS”) employees,  
19 may have access in their official capacity as DDS’s employees to the information disclosed or  
20 produced in discovery in this action. This Protective Order does not affect the Plaintiffs’ right to  
21 use DDS information accessed in connection with their official duties, and it does not affect  
22 Plaintiffs’ obligation to keep confidential DDS information accessed and used in connection with  
23 their official duties.

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

25           4.       DURATION

26           Even after final disposition of this litigation, the confidentiality obligations imposed by  
27 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
28 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all

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

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Levels of Confidentiality. There shall be two levels of “Confidentiality” under  
7 this Order.

8 The first level of confidentiality applies to all documents and electronically stored  
9 information disclosed or produced in discovery. Under this level, all documents and  
10 electronically stored information are presumptively confidential. No specific designation is  
11 required. Under the first level of confidentiality, the parties agree that they shall use all  
12 documents and electronically stored information for purposes of this litigation only (“The First  
13 Level of Confidentiality.”) This restriction does not apply to each party’s own documents and  
14 electronically stored information, and it does not apply to documents that are public records or  
15 that become public records.

16 The second level of confidentiality applies to documents, electronically stored  
17 information, and other information that a Party or Non-Party has specifically designated as  
18 “Confidential” in this action (“The Second Level of Confidentiality”). The Parties agree that any  
19 document containing a patient’s name or identifying information or a party’s medical records  
20 from a healthcare provider shall automatically be accorded the Second Level of Confidentiality,  
21 without any further designation. The Receiving Party will use reasonable efforts and act in good  
22 faith in handling documents containing a patient’s name or identifying information, or a party’s  
23 medical records. However, the Receiving Party is not responsible for inadvertent disclosure of  
24 documents or information from documents that the Producing Party has not stamped as  
25 “CONFIDENTIAL.” The protections and uses of documents subject to the Second Level of  
26 Confidentiality are described in paragraphs 5.2 through 10, below.

27 5.2 Manner and Timing of Designations under the Second Level of Confidentiality.  
28 Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below),

1 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
2 protection under the Second Level of Confidentiality of this Order must be clearly so designated  
3 before the material is disclosed or produced or, in the event of information or material produced  
4 before the entry of this order, within thirty (30) days thereafter.

5 Designation in conformity with the Second Level of Confidentiality of Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents, but  
7 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
8 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. For  
9 written discovery responses, the Producing Party shall designate which portions of the written  
10 response are “CONFIDENTIAL” under the Second Level of Confidentiality. The portion of the  
11 written response that is “CONFIDENTIAL” under the Second Level of Confidentiality shall be  
12 clearly and unambiguously marked within the response. A Party or Non-Party that makes original  
13 documents or materials available for inspection need not designate them for protection under the  
14 Second Level of Confidentiality until after the inspecting Party has indicated which material it  
15 would like copied and produced or made copies of the same. During the inspection and before the  
16 designation, all of the material made available for inspection shall be deemed  
17 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and  
18 produced, the Producing Party must determine which documents, or portions thereof, the  
19 Producing party asserts qualify for protection under the Second Level of Confidentiality of this  
20 Order. Then, before producing the specified documents under the Second Level of  
21 Confidentiality, the Producing Party must affix the “CONFIDENTIAL” legend to each page that  
22 contains Protected.

23 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
24 Designating Party identify on the record, before the close of the deposition, hearing, or other  
25 proceeding, which portion of the testimony is protected and subject to this Order or, once the  
26 transcript has been produced, provide the other parties an index identifying by page and line what  
27 portions of the transcript contain information which the Designating Party maintains are entitled  
28 to the second level of protection.

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

6 5.3 Inadvertent Failures to Designate under the Second Level of Confidentiality. If  
7 timely corrected, an inadvertent failure to designate qualified information or items does not,  
8 standing alone, waive the Designating Party’s right to secure protection under the Second Level  
9 of Confidentiality of this Order for such material. Upon timely correction of a designation, the  
10 Receiving Party must make reasonable efforts to assure that the material is treated in accordance  
11 with the provisions of this Order from that point forward, and will take reasonable steps to notify  
12 third parties that the material is subject to this protective order.

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS UNDER THE  
14 SECOND LEVEL OF CONFIDENTIALITY

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation Under  
16 the Second Level of Confidentiality at any time. Unless a prompt challenge to a Designating  
17 Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
18 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does  
19 not waive its right to challenge a confidentiality designation by electing not to mount a challenge  
20 promptly after the original designation is disclosed.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
22 process by providing written notice of each specific designation Under the Second Level of  
23 Confidentiality it is challenging and describing the basis for each challenge. To avoid ambiguity  
24 as to whether a challenge has been made, the written notice must recite that the challenge to  
25 confidentiality is being made in accordance with this specific paragraph of the Protective Order.  
26 The parties shall attempt to resolve each challenge in good faith and must begin the process by  
27 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)  
28 within 14 days of the date of service of notice. In conferring, the Challenging Party must explain

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

7         6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
8 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
9 Local Rule 251 (and in compliance with Local Rule 141, if applicable) within 21 days of the  
10 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer  
11 process will not resolve their dispute, whichever is earlier. Each such motion must be  
12 accompanied by a competent declaration affirming that the movant has complied with the meet  
13 and confer requirements imposed in the preceding paragraph.

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

21         7.         ACCESS TO AND USE OF PROTECTED MATERIAL

22         7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
23 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
24 defending, or attempting to settle this litigation. Protected Material that is designated as  
25 Confidential Under the Second Level of Confidentiality may be disclosed only to the categories  
26 of persons and under the conditions described in this Order. When the litigation has been  
27 terminated, a Receiving Party must comply with the provisions of section 13 below for all  
28 Protected Material that is specifically designated as "Confidential" under the Second Level of



1 Confidentiality (FINAL DISPOSITION).

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

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items Under the Second Level  
5 of Confidentiality. Unless otherwise ordered by the court or permitted in writing by the  
6 Designating Party, a Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees  
9 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information  
10 for this litigation;

11 (b) the officers, directors, and employees (including Agency Counsel) of the Receiving  
12 Party to whom disclosure is reasonably necessary for this litigation;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
14 reasonably necessary for this litigation and who have signed the “Acknowledgment and  
15 agreement to Be Bound” (Exhibit A);

16 (d) the court, its personnel, court reporters and their staff;

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

20 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
21 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
22 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed  
23 deposition testimony or exhibits to depositions that reveal Protected Material may not be  
24 disclosed to anyone except as permitted under this Stipulated Protective Order.

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

27 (h) notwithstanding any of the above, medical records and medical information that has  
28 been designated confidential shall not be disclosed to the individual defendants without a

1 stipulation or an order of the Court. This restriction does not apply at trial or for purposes of trial  
2 preparation.

3 7.3 Material Designated as Confidential Under the Second Level of Confidentiality in  
4 Court Filings. If a party would like to use Confidential Material under the Second Level of  
5 Confidentiality in Court filings, at least seven (7) days notice shall be given to all parties. The  
6 parties shall meet and confer to determine whether the Confidential Information should be sealed  
7 in accordance with Eastern District Local Rule 141. In lieu of seeking a motion to seal, the  
8 parties may agree to redact identifying information consistent with Local Rule 140 and this  
9 Protective Order relating to any DDS patient, client, or resident; any person treated, evaluated, or  
10 cared for by DDS; and any peace officer. Such identifying information includes, but is not  
11 limited to, names, social security numbers, patient/client/resident identification numbers, badge  
12 numbers, commitment numbers, or other information that would disclose the identity of a DDS  
13 patient, client, resident, or peace officer.

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
15 OTHER LITIGATION

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

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

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

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

26 If the Designating Party timely seeks a protective order, the Party served with the  
27 subpoena or court order shall not produce any information designated in this action as  
28 “CONFIDENTIAL” before a determination by the court from which the subpoena or order

1 issued, unless the Party has obtained the Designating Party's permission. The Designating Party  
2 shall bear the burden and expense of seeking protection in that court of its confidential material –  
3 and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
4 Party in this action to disobey a lawful directive from another court.

5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
6 IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
8 action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in  
9 connection with this litigation is protected by the remedies and relief provided by this Order.

10 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
11 additional protections.

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

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

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

20 (3) make the information requested available for inspection by the Non-Party.

21 (c) If the Non-Party fails to object or seek a protective order from this court within 14  
22 days of receiving the notice and accompanying information, the Receiving Party may produce the  
23 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely  
24 seeks a protective order, the Receiving Party shall not produce any information in its possession  
25 or control that is subject to the confidentiality agreement with the Non-Party before a  
26 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the  
27 burden and expense of seeking protection in this court of its Protected Material.

28 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

8 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
9 PROTECTED MATERIAL

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

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
21 seek its modification by the court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
23 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
24 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
25 Party waives any right to object on any ground to use in evidence of any of the material covered  
26 by this Protective Order.

27 13. FINAL DISPOSITION

28 Within 60 days after the final disposition of this action, as defined in paragraph 4, each

1 Receiving Party must return all Protected Material to the Producing Party or destroy such  
2 material.

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

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, [print or type full name], of [print or type full address], declare under penalty of  
4 perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
5 issued by the United States District Court for the Eastern District of California on [date] in the  
6 case of [insert formal name of the case and the number and initials assigned to it by the court]. I  
7 agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I  
8 understand and acknowledge that failure to so comply could expose me to sanctions and  
9 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
10 any information or item that is subject to this Stipulated Protective Order to any person or entity  
11 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  
13 Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective  
14 Order, even if such enforcement proceedings occur after termination of this action.

15 I hereby appoint [print or type full name] of [print or type full address and telephone  
16 number] as my California agent for service of process in connection with this action or any  
17 proceedings related to enforcement of this Stipulated Protective Order.

18  
19 Date: \_\_\_\_\_

20 City and State where sworn and signed: \_\_\_\_\_

21 Printed name: \_\_\_\_\_

22 Signature: \_\_\_\_\_

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24 SO STIPULATED.  
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Dated: December 23, 2014

Respectfully submitted,  
  
KAMALA D. HARRIS  
Attorney General of California  
JUDITH A. RECCHIO  
Supervising Deputy Attorney General

*/s/ Matthew T. Besmer*

MATTHEW T. BESMER  
Deputy Attorney General  
*Attorneys for Defendants  
Department of Developmental Services,  
Douglas Loehner and Michael Flores*

Dated: December 23, 2014

LAW OFFICES OF LAWRENCE J. KING

*/s/ Lawrence J. King*

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Lawrence J. King, Attorney for  
Plaintiffs

Dated: December 24, 2014

JEFFREY BRADLEY

*/s/ Jeffrey Bradley*

---

Jeffrey Bradley  
Pro Per

**ORDER**

Having considered the stipulated protective order filed and signed by all parties on December 30, 2014, pursuant to Local Rule 141, the Court adopts the protective order in its entirety.

IT IS SO ORDERED.

Dated: January 8, 2015

*/s/ Barbara A. McAuliffe*  
UNITED STATES MAGISTRATE JUDGE

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