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Attorneys for Defendants
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DETECTIVE JON EVERS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BALJIT ATHWAL; NAVNEET ATHWAL;
DALJIT ATWAL; and KARAN INC., d/b/a
POP-N-CORK,

Plaintiffs,

v.

COUNTY OF STANISLAUS; CITY OF
TURLOCK; CITY OF MODESTO; CITY OF
CERES; STANISLAUS COUNTY OFFICE
OF THE DISTRICT ATTORNEY; KIRK
BUNCH; JON EVERS; TIMOTHY REDD;
DALE LINGERFELT; STEVE JACOBSON;
BIRGIT FLADAGER; GALEN CARROLL;
PAUL EDWARD JONES; DOE COUNTY
OF STANISLAUS EMPLOYEES 1-10; DOE
CITY OF TURLOCK EMPLOYEES 11-20;
DOE CITY OF MODESTO EMPLOYEES
21-30; and DOE CITY OF CERES
EMPLOYEES 31-40,

Defendants.

Case No. 1:15-cv-00311-TLN-BAM

STIPULATED PROTECTIVE ORDER

Trial Date: None Set

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted,
5 including but not limited to: confidential investigative materials related to *The People of the State*
6 *of California v. Frank C. Carson, et al.*, Stanislaus Superior Court Case No. 1490969;
7 investigation and other law enforcement related records concerning individual parties and
8 witnesses relevant to this case; confidential personnel records of peace officers; confidential
9 official information, including sensitive law enforcement deliberative information; and personal
10 financial, family, employment, and medical information. Accordingly, the parties hereby stipulate
11 to and petition the court to enter the following Stipulated Protective Order (“Order”). The parties
12 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
13 discovery and that the protection it affords from public disclosure and use extends only to the
14 limited information or items that are entitled to confidential treatment under the applicable legal
15 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Order
16 does not entitle them to file confidential information under seal; Rule 141 of the Local Rules of
17 the United States District Court for the Eastern District of California sets forth the procedures that
18 must be followed and the standards that will be applied when a party seeks permission from the
19 court to file material under seal.

20 2. DEFINITIONS

21 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
22 information or items under this Order.

23 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
24 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
25 of Civil Procedure 26(c), including confidential investigative materials related to *The People of the*
26 *State of California v. Frank C. Carson, et al.*, Stanislaus Superior Court Case No. 1490969;
27 investigation and other law enforcement related records concerning individual parties and
28 witnesses relevant to this case; confidential personnel records of peace officers; confidential

1 official information, including sensitive law enforcement deliberative information; and personal
2 financial, family, employment, and medical information.

3 2.3 Designating Party: a Party or Non-Party that designates information or items that it
4 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

6 2.4 Disclosure or Discovery Material: all items or information, regardless of the
7 medium or manner in which it is generated, stored, or maintained (including, among other things,
8 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
9 responses to discovery in this matter.

10 2.5 Expert: a person with specialized knowledge or experience in a matter pertinent to
11 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as
12 a consultant in this action; (2) is not a past or current employee of a Party; and (3) at the time of
13 retention, is not anticipated to become an employee of a Party.

14 2.6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
15 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another
16 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
17 less restrictive means, including confidential personnel records of peace officers; confidential
18 official information, including sensitive law enforcement deliberative information; and personal
19 financial, family, employment, and medical information.

20 2.7 Non-Party: any natural person, partnership, corporation, association, or other legal
21 entity not named as a Party to this action.

22 2.8 Counsel of Record: attorneys who have appeared in this action on behalf of the
23 party or governmental entity or are affiliated with a law firm which has appeared on behalf of that
24 party.

25 2.9 Party: any party to this action, including all of its officers, directors, employees,
26 consultants, retained experts, and Counsel of Record (and their support staff).

27 2.10 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
28 Material in this action.

1 2.11 Professional Vendors: persons or entities that provide litigation support services
2 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstratives, and organizing,
3 storing, or retrieving data in any form or medium) and their employees and subcontractors.

4 2.12 Protected Material: any Disclosure or Discovery Material that is designated as
5 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

6 2.13 Receiving Party: a Party that receives Disclosure or Discovery Material from a
7 Producing Party.

8 3. SCOPE

9 The protections conferred by this Order cover not only Protected Material (as defined
10 above), but also (1) any information copied or extracted from Protected Material; (2) all copies,
11 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations,
12 or presentations by Parties or their Counsel that might reveal Protected Material. However, the
13 protections conferred by this Order do not cover the following information: (a) any information
14 that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the
15 public domain after its disclosure to a Receiving Party as a result of publication not involving a
16 violation of this Order, including becoming part of the public record through trial or otherwise;
17 and (b) any information known to the Receiving Party prior to the disclosure or obtained by the
18 Receiving Party after the disclosure from a source who obtained the information lawfully and
19 under no obligation of confidentiality to the Designating Party. Any use of Protected Material at
20 trial shall be governed by a separate agreement or order.

21 4. DURATION

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

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
3 or Non-Party that designates information or items for protection under this Order must take care to
4 limit any such designation to specific material that qualifies under the appropriate standards. The
5 Designating Party must designate for protection only those parts of material, documents, items, or
6 oral or written communications that qualify – so that other portions of the material, documents,
7 items, or communications for which protection is not warranted are not swept unjustifiably within
8 the ambit of this Order.

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

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

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
17 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
18 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
19 designated before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic documents, but
22 excluding transcripts of depositions or other pretrial or trial proceedings) that the Producing Party
23 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
24 ONLY" to each page that contains protected material. If only a portion or portions of the material
25 on a page qualifies for protection, the Producing Party also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
27 portion, the level of protection being asserted. Alternatively, the Producing Party may designate an
28 entire production or storage device (such as CD or flash drive) as confidential by including notice

1 of such designation or including “CONFIDENTIAL” in the title of each designated file. A Party
2 or Non-Party that makes original documents or materials available for inspection need not
3 designate them for protection until after the inspecting Party has indicated which material it would
4 like copied and produced. During the inspection and before the designation, all of the material
5 made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY.” After the inspecting Party has identified the documents it wants copied and
7 produced, the Producing Party must determine which documents, or portions thereof, qualify for
8 protection under this Order. Then, before producing the specified documents, the Producing Party
9 must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —
10 ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material. If only a portion or
11 portions of the material on a page qualifies for protection, the Producing Party also must clearly
12 identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must
13 specify, for each portion, the level of protection being asserted.

14 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
15 the Designating Party identify on the record, before the close of the deposition, hearing, or other
16 proceeding, or in a writing to all parties within 30 business days of receipt of the deposition or
17 hearing transcript, all protected testimony and specify the level of protection being asserted. A
18 Designating Party may specify at the deposition or up to 30 days afterwards, that the entire
19 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY.”

21 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or
22 other proceeding to include Protected Material so that the other parties can ensure that only
23 authorized individuals who have signed the “Acknowledgement and Agreement to Be Bound”
24 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
25 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
26 – ATTORNEYS’ EYES ONLY.”

27 Transcripts containing Protected Material shall have an obvious legend on the title page
28 that the transcript contains Protected Material, and the title page shall be followed by a list of all

1 pages (including line numbers as appropriate) that have been designated as Protected Material and
2 the level of protection being asserted by the Designating Party. The Designating Party shall inform
3 the court reporter of these requirements. Any transcript that is prepared before the expiration of a
4 30-day period for designation shall be treated during that period as if it had been designated
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise
6 agreed. After the expiration of that period the transcript shall be treated only as actually
7 designated.

8 (c) for information produced in some form other than documentary and for any
9 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
10 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
11 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of
12 the information or item warrant protection, the Producing Party, to the extent practicable, shall
13 identify the protected portion(s) and specify the level of protection being asserted.

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
15 designate qualified information or items does not, standing alone, waive the Designating Party’s
16 right to secure protection under this Order for such material. Upon timely correction of a
17 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
18 in accordance with the provisions of this Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
21 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
22 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
23 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
24 challenge a confidentiality designation by electing not to mount a challenge promptly after the
25 original designation is disclosed.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
27 process by providing written notice of each designation it is challenging and describing the basis
28 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written

1 notice must recite that the challenge to confidentiality is being made in accordance with this
2 specific paragraph of the Order. The parties shall attempt to resolve each challenge in good faith
3 and must begin the process by conferring directly (in voice to voice dialogue; other forms of
4 communication are not sufficient) within 14 days of the date of service of notice. In conferring, the
5 Challenging Party must explain the basis for its belief that the confidentiality designation was not
6 proper and must give the Designating Party an opportunity to review the designated material, to
7 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for
8 the chosen designation. A Challenging Party may proceed to the next stage of the challenge
9 process only if it has engaged in this meet and confer process first or establishes that the
10 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

11 6.3 Judicial Intervention. If the Parties cannot resolve a challenge pursuant to the Meet
12 and Confer provisions above, the Parties consent to judicial resolution of the dispute by the
13 Magistrate Judge Barbara McAuliffe, and agree to utilize the informal telephonic conference of
14 discovery disputes provided for in Magistrate Judge McAuliffe's Standing Order, Section 6,
15 whereby the Parties will jointly submit a two-page synopsis of their dispute to the Court 48 hours
16 prior to a scheduled telephonic conference with the Court.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
19 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
20 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
21 the categories of persons and under the conditions described in this Order. When the litigation has
22 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
23 DISPOSITION).

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

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
27 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
28 information or item designated "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Counsel of Record in this action, as well as
2 employees of said Counsel of Record to whom it is reasonably necessary to disclose the
3 information for this litigation;

4 (b) the officers, directors, and employees of the Receiving Party to whom
5 disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment
6 and Agreement to Be Bound" (Exhibit A);

7 (c) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment
9 and Agreement to Be Bound" (Exhibit A);

10 (d) the court and its personnel;

11 (e) court reporters and their staff, professional jury or trial consultants, and
12 professional vendors to whom disclosure is reasonably necessary for this litigation and who have
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (f) during their depositions, witnesses in the action to whom disclosure is
15 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound"
16 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
17 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
18 separately bound by the court reporter and may not be disclosed to anyone except as permitted
19 under this Order; and

20 (g) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information.

22 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
23 Information or Items. Unless otherwise ordered by the court or permitted in writing by a
24 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY
25 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

26 (a) the Receiving Party's Counsel of Record in this action, as well as
27 employees of said Counsel of Record to whom it is reasonably necessary to disclose the
28 information for this litigation and who have signed the "Acknowledgment and Agreement to Be

Bound” that is attached hereto as Exhibit A;

(b) Experts of the Receiving Party: (1) to whom disclosure is reasonably necessary for this litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) court reporters and their staff, professional jury or trial consultants, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

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

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

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.¹

If the Designating Party timely seeks a protective order, the Party served with the subpoena

¹ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

1 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
2 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the
3 court from which the subpoena or order issued, unless the Party has obtained the Designating
4 Party’s permission. The Designating Party shall bear the burden and expense of seeking protection
5 in that court of its confidential material – and nothing in these provisions should be construed as
6 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from
7 another court.

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

10 (a) The terms of this Order are applicable to information produced by a Non-
11 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with
13 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
14 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

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

- 18 1. promptly notify in writing the Requesting Party and the Non-Party that
19 some or all of the information requested is subject to a confidentiality agreement with a Non-
20 Party;
- 21 2. promptly provide the Non-Party with a copy of the Stipulated Protective
22 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
23 the information requested; and
- 24 3. make the information requested available for inspection by the Non-Party.

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

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

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
13 MATERIAL

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

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
25

26 ² The purpose of this provision is to alert the interested parties to the existence of confidentiality
27 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
28 interests in this court.

1 seek its modification by the Court in the future.

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

6 12.3 Filing Protected Material. Without written permission from the Designating Party
7 or a court order secured after appropriate notice to all interested persons, a Party may not file in
8 the public record in this action any Protected Material. A Party that seeks to file under seal any
9 Protected Material must comply with Local Rule 141. Protected Material may only be filed under
10 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.

11 13. FINAL DISPOSITION

12 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
13 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
14 As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
16 the Protected Material is returned or destroyed, the Receiving Party must submit a written
17 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
18 by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected
19 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained
20 any copies, abstracts, compilations, summaries or any other format reproducing or capturing any
21 of the Protected Material. Notwithstanding this provision, Counsel of Record are entitled to retain
22 an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
23 memoranda, correspondence, deposition and trial exhibits, Expert reports, attorney work product,
24 and consultant and Expert work product, even if such materials contain Protected Material. Any
25 such archival copies that contain or constitute Protected Material remain subject to this Protective
26 Order as set forth in Section 4 (DURATION).

27 **SIGNATURES ON NEXT TWO PAGES**

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: November 15, 2019 Respectfully submitted,

MEYERS, NAVE, RIBACK, SILVER & WILSON

By: /s/ David Mehretu
DAVID MEHRETU
Attorneys for Defendants
CITY OF MODESTO, CHIEF GALEN
CARROLL and DETECTIVE JON EVERS

DATED: November 15, 2019 MORRISON & FOERSTER LLP

By: /s/ Matthew A. Chivvis
Matthew A. Chivvis
Attorneys for Plaintiffs
BALJIT ATHWAL, NAVNEET ATHWAL,
DALJIT ATWAL, and KARAN INC., d/b/a POP-
N-CORK

1 DATED: November 15, 2019

ARATA SWINGLE VAN EGMOND & HEITLINGER

3 By: /s/ Bradley J. Swingle

4 Bradley J. Swingle

5 Attorneys for Defendants

6 CITY OF CERES, CITY OF TURLOCK and

TIMOTHY REDD

7 DATED: November 15, 2019

PORTER SCOTT, APC

9 By: /s/ John R. Whitefleet

10 John R. Whitefleet

11 Attorneys for Defendants

12 COUNTY OF STANISLAUS, KIRK BUNCH,

DALE LINGERFELT, STEVE JACOBSON and

BIRGIT FLADAGER

13 DATED: November 15, 2019

NUSSBAUM APC

15 By: /s/ T.J. Stephens

16 T.J. Stephens

17 Attorneys for Defendant

18 PAUL EDWARD JONES

19
20 **Attestation of Concurrence in the Filing**

21 The filer, David Mehretu, attests that all other signatories listed on whose behalf this filing
22 is submitted concur in the filing's content and have authorized the filing.
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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 Eastern District of California on _____ [date] in the case of *Athwal, et al. v.*
County of Stanislaus, et al., Case No. 1:15-cv-00311-TLN-BAM.

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
Eastern 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: _____

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/s/ Barbara A. McAuliffe
UNITED STATES MAGISTRATE JUDGE