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20 **UNITED STATES DISTRICT COURT**
21 **EASTERN DISTRICT OF CALIFORNIA**

22 GINA CARUSO

23 Plaintiff,

24 vs.

25 OFFICER G. SOLORIO, et al.,

26 Defendants.

) Case No.: 1:15-cv-00780 (AWI)(EPG)

) **STIPULATED PROTECTIVE**
) **ORDER**

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. The types of information that the
6 parties seek to protect under this protective order include, but is not limited to, (1)
7 highly classified information regarding practices and procedures of the
8 Investigative Services Unit (“ISU”) that is not otherwise publicly available, (2)
9 records of prior/closed investigations in addition to active investigations by the
10 ISU, (3) confidential inmate records, (4) medical records, (5) the identity of
11 confidential informants who provided information that precipitated the ISU’s
12 search of Ms. Caruso on July 22, 2013, and (6) personal identifying and financial
13 information. A protective order is necessary for the following particularized
14 reasons: (1) to protect classified information contained in ISU documents, (2) to
15 protect the identity of confidential informants, (3) to protect Ms. Caruso’s privacy
16 with regard to portions of her medical records that are not relevant to her injuries,
17 (4) to protect Ms. Caruso’s privacy with regard to portions of her inmate records
18 that are not relevant to the incident at issue, and (5) to protect the safety and
19 security interests of the California Department of Corrections and Rehabilitation.
20 Accordingly, the parties hereby stipulate to and petition the court to enter the
21 following Stipulated Proposed Protective Order. The parties acknowledge that this
22 Order does not confer blanket protections on all disclosures or responses to
23 discovery and that the protection it affords from public disclosure and use extends
24 only to the limited information or items that are entitled to confidential treatment
25 under the applicable legal principles. The parties further acknowledge that this
26 Stipulated Proposed Protective Order does not entitle them to file confidential
27 information under seal and that the local rules set forth the procedures that must be
28 followed and the standards that will be applied when a party seeks permission from

1 the court to file material under seal.

2 **2. DEFINITIONS**

3 2.1 Challenging Party: a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
6 how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c).

8 2.3 Counsel: Counsel of Record for the parties and the support staff for
9 such counsel.

10 2.4 Designating Party: a Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY”.

14 2.5 Disclosure or Discovery Material: all items or information, regardless
15 of the medium or manner in which it is generated, stored, or maintained (including,
16 among other things, testimony, transcripts, and tangible things), that are produced
17 or generated in disclosures or responses to discovery in this matter.

18 2.6 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who (1) has been retained by a Party or its counsel to
20 serve as an expert witness or as a consultant in this action, (2) is not a past or
21 current employee of a Party or of a Party’s competitor, and (3) at the time of
22 retention, is not anticipated to become an employee of a Party or of a Party’s
23 competitor.

24 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 Information or Items: extremely sensitive “Confidential Information or Items,”
26 disclosure of which to another Party or Non-Party would create a substantial risk of
27 serious harm that could not be avoided by less restrictive means.

28 2.8 Non-Party: any natural person, partnership, corporation, association,

1 or other legal entity not named as a Party to this action.

2 2.9 Party: any party to this action, including all of its officers, directors,
3 employees, consultants, retained experts, and Counsel of Record (and their support
4 staffs).

5 2.10 Producing Party: a Party or Non-Party that produces Disclosure or
6 Discovery Material in this action.

7 2.11 Professional Vendors: persons or entities that provide litigation
8 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)
10 and their employees and subcontractors.

11 2.12 Protected Material: any Disclosure or Discovery Material included in
12 the categories identified above that is designated as “CONFIDENTIAL,” or as
13 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

14 2.13 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 Parties or their Counsel that might reveal Protected Material.
22 However, the protections conferred by this Stipulation and Order do not cover the
23 following information: (a) any information that is in the public domain at the time
24 of disclosure to a Receiving Party or becomes part of the public domain after its
25 disclosure to a Receiving Party as a result of publication not involving a violation
26 of this Order, including becoming part of the public record through trial or
27 otherwise; and (b) any information known to the Receiving Party prior to the
28 disclosure or obtained by the Receiving Party after the disclosure from a source

1 who obtained the information lawfully and under no obligation of confidentiality to
2 the Designating Party. Protected material includes documents identified as
3 “Confidential” or “Highly Confidential” prior to the date of executing this
4 protective order. Any use of Protected Material at trial shall be governed by a
5 separate agreement or order.

6 **4. DURATION**

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

15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

17 Each Party or Non-Party that designates information or items for protection under
18 this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. To the extent it is practical to do so, the
20 Designating Party must designate for protection only those parts of material,
21 documents, items, or oral or written communications that qualify – so that other
22 portions of the material, documents, items, or communications for which
23 protection is not warranted are not swept unjustifiably within the ambit of this
24 Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations
26 that are shown to be clearly unjustified or that have been made for an improper
27 purpose (e.g., to unnecessarily encumber or retard the case development process or
28 to impose unnecessary expenses and burdens on other parties) expose the

1 Designating Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it
3 designated for protection do not qualify for protection at all or do not qualify for
4 the level of protection initially asserted, that Designating Party must promptly
5 notify all other parties that it is withdrawing the mistaken designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in
7 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material
8 that qualifies for protection under this Order must be clearly so designated before
9 the material is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
14 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that
15 contains protected material. If only a portion or portions of the material on a page
16 qualifies for protection, the Producing Party also must clearly identify the
17 protected portion(s) (e.g., by making appropriate markings in the margins) and
18 must specify, for each portion, the level of protection being asserted.

19 A Party or Non-Party that makes original documents or materials available
20 for inspection need not designate them for protection until after the inspecting
21 Party has indicated which material it would like copied and produced. During the
22 inspection and before the designation, all of the material made available for
23 inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
24 ONLY." After the inspecting Party has identified the documents it wants copied
25 and produced, the Producing Party must determine which documents, or portions
26 thereof, qualify for protection under this Order. Then, before producing the
27 specified documents, the Producing Party must affix the appropriate legend
28 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY”) to each page that contains Protected Material. If only a portion or
2 portions of the material on a page qualifies for protection, the Producing Party also
3 must clearly identify the protected portion(s) (e.g., by making appropriate
4 markings in the margins) and must specify, for each portion, the level of protection
5 being asserted.

6 (b) for testimony given in deposition or in other pretrial or trial proceedings,
7 that the Designating Party identify on the record, before the close of the deposition,
8 hearing, or other proceeding, all protected testimony and specify the level of
9 protection being asserted. When it is impractical to identify separately each portion
10 of testimony that is entitled to protection and it appears that substantial portions of
11 the testimony may qualify for protection, the Designating Party may invoke on the
12 record (before the deposition, hearing, or other proceeding is concluded) a right to
13 have up to 21 days to identify the specific portions of the testimony as to which
14 protection is sought and to specify the level of protection being asserted. Only
15 those portions of the testimony that are appropriately designated for protection
16 within the 21 days shall be covered by the provisions of this Stipulated Proposed
17 Protective Order. Alternatively, a Designating Party may specify, at the deposition
18 or up to 21 days afterwards if that period is properly invoked, that the entire
19 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
20 – ATTORNEYS’ EYES ONLY.”

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

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

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

6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
8 designation of confidentiality at any time, including designations as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY”. Unless a prompt challenge to a Designating Party’s confidentiality
11 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
12 economic burdens, or a significant disruption or delay of the litigation, a Party does
13 not waive its right to challenge a confidentiality designation by electing not to
14 mount a challenge promptly after the original designation is disclosed.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process by providing written notice of each designation it is challenging
17 and describing the basis for each challenge. To avoid ambiguity as to whether a
18 challenge has been made, the written notice must recite that the challenge to
19 confidentiality is being made in accordance with this specific paragraph of the
20 Protective Order. The parties shall attempt to resolve each challenge in good faith
21 and must begin the process by conferring directly (in voice to voice dialogue; other
22 forms of communication are not sufficient) within 14 days of the date of service of
23 notice. In conferring, the Challenging Party must explain the basis for its belief that
24 the confidentiality designation was not proper and must give the Designating Party
25 an opportunity to review the designated material, to reconsider the circumstances,
26 and, if no change in designation is offered, to explain the basis for the chosen
27 designation. A Challenging Party may proceed to the next stage of the challenge
28 process only if it has engaged in this meet and confer process first or establishes

1 that the Designating Party is unwilling to participate in the meet and confer process
2 in a timely manner.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
4 court intervention, the Designating Party shall file and serve a motion to retain
5 confidentiality within 21 days of the initial notice of challenge or within 14 days of
6 the parties agreeing that the meet and confer process will not resolve their dispute,
7 whichever is earlier. Each such motion must be accompanied by a competent
8 declaration affirming that the movant has complied with the meet and confer
9 requirements imposed in the preceding paragraph. Failure by the Designating Party
10 to make such a motion including the required declaration within 21 days (or 14
11 days, if applicable) shall automatically waive the confidentiality designation for
12 each challenged designation. In addition, the Challenging Party may file a motion
13 challenging a confidentiality designation at any time if there is good cause for
14 doing so, including a challenge to the designation of a deposition transcript or any
15 portions thereof. Any motion brought pursuant to this provision must be
16 accompanied by a competent declaration affirming that the movant has complied
17 with the meet and confer requirements imposed by the preceding paragraph.

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

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

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a Non-Party in connection with this

1 case only for prosecuting, defending, or attempting to settle this litigation. Such
2 Protected Material may be disclosed only to the categories of persons and under
3 the conditions described in this Order. When the litigation has been terminated, a
4 Receiving Party must comply with the provisions of section 13 below (FINAL
5 DISPOSITION).

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

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Counsel of Record in this action, as well as
14 employees of said Counsel of Record to whom it is reasonably necessary to
15 disclose the information for this litigation and who have signed the
16 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
17 A;

18 (b) the officers, directors, and employees of the Receiving Party to whom
19 disclosure is reasonably necessary for this litigation and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

24 (d) the court and its personnel;

25 (e) court reporters and their staff, professional jury or trial consultants, and
26 Professional Vendors to whom disclosure is reasonably necessary for this litigation
27 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
28 A);

1 (f) during their depositions, witnesses in the action to whom disclosure is
2 reasonably necessary and who have signed the “Acknowledgment and Agreement
3 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
4 ordered by the court. Pages of transcribed deposition testimony or exhibits to
5 depositions that reveal Protected Material must be separately bound by the court
6 reporter and may not be disclosed to anyone except as permitted under this
7 Stipulated Proposed Protective Order.

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

10 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
12 in writing by the Designating Party, a Receiving Party may disclose any
13 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY” only to:

15 (a) the Receiving Party’s Counsel of Record in this action, as well as
16 employees of said Counsel of Record to whom it is reasonably necessary to disclose
17 the information for this litigation and who have signed the “Acknowledgment and
18 Agreement to Be Bound” that is attached hereto as Exhibit A;

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

22 (c) the court and its personnel;

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

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

1 (f) Plaintiffs’ counsel shall be permitted to show any statements made by a
2 plaintiff with that plaintiff, regardless of whether such statements are designated
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

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

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

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

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

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

18 If the Designating Party timely seeks a protective order, the Party served
19 with the subpoena or court order shall not produce any information designated in
20 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
22 subpoena or order issued, unless the Party has obtained the Designating Party’s
23 permission. The Designating Party shall bear the burden and expense of seeking
24 protection in that court of its confidential material – and nothing in these
25 provisions should be construed as authorizing or encouraging a Receiving Party in
26 this action to disobey a lawful directive from another court.
27
28

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

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

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

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

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

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

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

1 Protected Material.

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

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

12 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
13 **OTHERWISE PROTECTED 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
16 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
18 procedure may be established in an e-discovery order that provides for production
19 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
20 (e), insofar as the parties reach an agreement on the effect of disclosure of a
21 communication or information covered by the attorney-client privilege or work
22 product protection, the parties may incorporate their agreement in the stipulated
23 proposed protective order submitted to the court.

24 **12. MISCELLANEOUS**

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
26 person to seek its modification by the court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in
2 this Stipulated Proposed Protective Order. Similarly, no Party waives any right to
3 object on any ground to use in evidence of any of the material covered by this
4 Protective Order.

5 12.3 Filing Protected Material. Without written permission from the
6 Designating Party or a court order secured after appropriate notice to all interested
7 persons, a Party may not file in the public record in this action any Protected
8 Material. A Party that seeks to file under seal any Protected Material must comply
9 with the local rules. Protected Material may only be filed under seal pursuant to a
10 court order authorizing the sealing of the specific Protected Material at issue. A
11 sealing order will issue only upon a request establishing that the Protected Material
12 at issue is privileged, protectable as a trade secret, or otherwise entitled to
13 protection under the law. If a Receiving Party's request to file Protected Material
14 under seal is denied by the court, then the Receiving Party may file the Protected
15 Material in the public record unless otherwise instructed by the court. This order
16 does not apply to Protected Material that is used at trial. Any decisions regarding
17 sealing and use at trial will be made by the trial judge.

18 **13. FINAL DISPOSITION**

19 Within 60 days after the final disposition of this action, as defined in
20 paragraph 4, each Receiving Party must return all Protected Material to the
21 Producing Party or destroy such material. As used in this subdivision, “all
22 Protected Material” includes all copies, abstracts, compilations, summaries, and
23 any other format reproducing or capturing any of the Protected Material.
24 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
25 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
26 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
27 work product, and consultant and expert work product, even if such materials
28 contain Protected Material. Any such archival copies that contain or constitute

1 Protected Material remain subject to this Protective Order as set forth in Section 4
2 (DURATION).

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

4 Date: March 4, 2019

JUSTICE FIRST

5 _____
6 /s/ Jenny Huang

7 By: Jenny C. Huang
8 Attorney for Plaintiff Gina Caruso

9 Date: March 4, 2019

10 _____
11 /s/ Derrek Lee

12 Deputy Attorney General Derrek J. Lee
13 Attorney for Defendants Lopez, Ingram,
14 Martinez and Solorio

15 **ORDER**

16 In accordance with the parties' stipulation, the stipulated protective order, as modified in
17 sections 2.12 and 12.3, is **GRANTED**.

18 IT IS SO ORDERED.

19 Dated: March 5, 2019

20 _____
21 /s/ Eric P. Gray
22 UNITED STATES MAGISTRATE JUDGE

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4
5 EXHIBIT A

6 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

7 I, _____ [print or type full name], of _____
8 _____ [print or type full address], declare under penalty of perjury that I have
9 read in its entirety and understand the Stipulated Protective Order that was issued
10 by the United States District Court for the Eastern District of California on
11 _____ (date) in the case of *CARUSO V. SOLORIO*, CASE NO. 1:15-CV-
12 00780 (AWI)(EPG) I agree to comply with and to be bound by all the terms of this
13 Stipulated Protective Order and I understand and acknowledge that failure to so
14 comply could expose me to sanctions and punishment in the nature of contempt. I
15 solemnly promise that I will not disclose in any manner any information or item
16 that is subject to this Stipulated Protective Order to any person or entity except in
17 strict compliance with the provisions of this Order.

18 I further agree to submit to the jurisdiction of the United States District
19 Court for the Eastern District of California for the purpose of enforcing the terms
20 of this Stipulated Protective Order, even if such enforcement proceedings occur
21 after termination of this action.

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

26 Date: _____

27 City and State where sworn and signed: _____
28

1 Printed name: _____ [printed name]

2 Signature: _____ [signature]
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