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17 **UNITED STATES DISTRICT COURT**
18 **EASTERN DISTRICT OF CALIFORNIA**

19 LUCY ATAYDE, Individually and as)
20 Successor in Interest of Decedent RICHARD)
21 MICHAEL RAMIREZ,)
22)
23 Plaintiff,)
24 vs.)

Case No. 1:16-cv-00398-DAD-SAB

25 NAPA STATE HOSPITAL, STATE OF)
CALIFORNIA DEPARTMENT OF STATE)
HOSPITALS, a public entity, DOLLY)
MATTEUCCI, Individually, DANA WHITE,)
R.N., Individually, CALIFORNIA FORENSIC)
MEDICAL GROUP, INC., TAYLOR)
FITHIAN, M.D., HEATHER GOODE, M.D.,)
SEAN RYAN, R.N., DEBORAH)
MANDUJANO, R.N., CORINA DENNING,)
R.N., COUNTY OF MERCED, a municipal)
corporation, former Sheriff TOM)
CAVALLERO, in his Individual and Official)
Capacities, Undersheriff JASON GOINS, and)
DOES 1 THROUGH 10, Jointly and)
Severally,)
Defendants.)

**ORDER RE STIPULATED
PROTECTIVE ORDER RE:
CONFIDENTIAL DOCUMENTS
(PURSUANT TO EASTERN DISTRICT
LOCAL RULE 141.1)**

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 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
7 all disclosures or responses to discovery and that the protection it affords from public disclosure
8 and use extends only to the limited information or items that are entitled to confidential treatment
9 under the applicable legal principles. The parties further acknowledge, as set forth in Section
10 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential
11 information under seal; Eastern District Civil Local Rule 141 sets forth the procedures that must
12 be followed and the standards that will be applied when a party seeks permission from the court
13 to file material under seal. Nothing in this Stipulated Protective Order is intended to be, nor
14 should be construed as, an agreement to produce information regarding patients, and nothing in
15 this Stipulated Protective Order is to be construed as a waiver of any party’s obligation to
16 maintain the confidentiality of patient information pursuant federal law, including without

17 2. DEFINITIONS

18 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
19 information or items under this Order.

20 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
21 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
22 of Civil Procedure 26(c).

23 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
24 well as their support staff).

25 2.4 Designating Party: a Party or Non-Party that designates information or items that
it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1 2.5 Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other things,
3 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
4 responses to discovery in this matter.

5 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
6 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
7 consultant in this action.

8 2.7 House Counsel: attorneys who are employees of a party to this action. House
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
11 entity not named as a Party to this action.

12 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
13 action but are retained to represent or advise a party to this action and have appeared in this action
14 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

15 2.10 Party: any party to this action, including all of its officers, directors, agents,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their support
17 staffs).

18 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
19 Material in this action.

20 2.12 Professional Vendors: persons or entities that provide litigation support services
21 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
22 organizing, storing, or retrieving data in any form or medium) and their employees and
23 subcontractors.

24 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
25 “CONFIDENTIAL.”

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

1 3. SCOPE

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

14 4. DURATION

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

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
24 or Non-Party that designates information or items for protection under this Order must take care
25 to limit any such designation to specific material that qualifies under the appropriate standards.
The Designating Party must designate for protection only those parts of material, documents,
items, or oral or written communications that qualify – so that other portions of the material,

1 documents, items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

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

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

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
11 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
12 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
13 designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents, but
16 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
17 Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a
18 portion or portions of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
20 margins).

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

1 must affix the “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
2 portion or 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 markings in the
4 margins).

5 (b) for testimony and/or exhibits given in deposition or in other pretrial proceedings,
6 that the Designating Party identify on the record, before the close of the deposition, hearing, or
7 other proceeding, all protected testimony and/or exhibits.

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

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
14 designate qualified information or items does not, standing alone, waive the Designating Party’s
15 right to secure protection under this Order for such material. Upon timely correction of a
16 designation, the Receiving Party must make reasonable efforts to assure that the material is
17 treated in accordance with the provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
20 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
21 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
22 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
23 challenge a confidentiality designation by electing not to mount a challenge promptly after the
24 original designation is disclosed. However, absent good cause, a Party must mount a challenge
25 by 30 days prior to the filing date for non-dispositive motions regarding fact discovery (currently
set for March 16, 2018. (*See* Doc. 102).

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution

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

14 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
15 intervention, the Designating Party shall: either (1) file and serve a motion to retain
16 confidentiality challenging the designation under Eastern District Civil Local Rule 251, or (2)
17 upon stipulation of the parties, follow the procedure in Judge Boone's Standing Order, ¶ 7, re:
18 Informal Telephonic Conferences re Discovery Disputes; either must occur within 21 days of the
19 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer
20 process will not resolve their dispute, whichever is later. Each such motion under Local Rule 251
21 must be accompanied by a competent declaration affirming that the movant has complied with the
22 meet and confer requirements imposed in the preceding paragraph. Failure by the Designating
23 Party to either make such a motion including the required declaration within 21 days (or 14 days,
24 if applicable), or to initiate Judge Boone's Informal Telephonic Conference procedure shall
25 automatically waive the confidentiality designation for each challenged designation.

 The burden of persuasion in any such challenge proceeding shall be on the Designating
Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose

1 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
2 sanctions. Unless the Designating Party has waived the confidentiality designation by failing
3 either to file a motion to retain confidentiality or to initiate Judge Boone’s Informal Telephonic
4 Conference procedure as described above, all parties shall continue to afford the material in
5 question the level of protection to which it is entitled under the Producing Party’s designation
6 until the court rules on the challenge.

7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
9 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
10 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
11 the categories of persons and under the conditions described in this Order. When the litigation has
12 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
13 DISPOSITION).

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

16 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
17 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
18 information or item designated “CONFIDENTIAL” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
20 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
21 information for this litigation (counsel and law firms appearing in this action are deemed to have
22 agreed to be bound by this Protective Order);

23 (b) the officers, directors, and employees (including House Counsel) of the
24 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
reasonably necessary for this litigation and who have signed the “Acknowledgment and

1 Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,
4 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who
5 have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

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

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

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
15 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
22 the other litigation that some or all of the material covered by the subpoena or order is subject to
23 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
24 and

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

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

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

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

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

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

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

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

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

23 (c) If the Non-Party fails to object or seek a protective order from this court within 14
24 days of receiving the notice and accompanying information, the Receiving Party may produce the
25 Non-Party’s confidential information responsive to the discovery request. However, nothing in
this section shall require a Party to violate the terms of a Protective Order issued in another action
that protects the Non-Party’s Information from disclosure. If the Non-Party timely seeks a

1 protective order, the Receiving Party shall not produce any information in its possession or
2 control that is subject to the confidentiality agreement with the Non-Party before a determination
3 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and
4 expense of seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

24 12. MISCELLANEOUS

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

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
2 Order no Party waives any right it otherwise would have to assert privilege, to object to disclosing
3 or producing any information or item on any ground not addressed in this Stipulated Protective
4 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of
5 the material covered by this Protective 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 Civil Local Rule 141. Protected Material may only be filed
10 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
11 issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing
12 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
13 entitled to protection under the law. If a Receiving Party's request to file Protected Material under
14 seal pursuant to Civil Local Rule 141 is denied by the court, then the Receiving Party may file the
15 information in the public record pursuant to Civil Local Rule 141 unless otherwise instructed by
16 the court.

16 13. FINAL DISPOSITION

17 Within 60 days after the final disposition of this action, as defined in paragraph 4, upon
18 written notification served by Producing or Designating Party, each Receiving Party must return
19 all Protected Material to the Producing Party or destroy such material. As used in this subdivision,
20 “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other
21 format reproducing or capturing any of the Protected Material. Whether the Protected Material is
22 returned or destroyed, the Receiving Party must submit a written certification to the Producing
23 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that
24 (1) identifies (by category, where appropriate) all the Protected Material that was returned or
25 destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
compilations, summaries or any other format reproducing or capturing any of the Protected

1 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
2 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
3 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
4 consultant and expert work product, even if such materials contain Protected Material. Any such
5 archival copies that contain or constitute Protected Material remain subject to this Protective
6 Order as set forth in Section 4 (DURATION).

7
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9 Dated: September 28, 2017 HADDAD & SHERWIN LLP
10 LAW OFFICE OF SANJAY S. SCHMIDT

11 */s/ T. Kennedy Helm*
12 _____

13 T. KENNEDY HELM
14 Attorneys for Plaintiff
LUCY ATAYDE

15 Dated: September 26, 2017 XAVIER BECERRA
16 Attorney General of California
17 PETER A. MESHOT
18 Supervising Deputy Attorney General
KRISTA DUNZWEILER
Deputy Attorney General

19 */s/ Krista Dunzweiler**
20 _____

21 KRISTA DUNZWEILER
22 Attorneys for Defendants
CALIFORNIA DEPARTMENT OF STATE
HOSPITALS, DOLLY MATTEUCCI, AND DANA
WHITE, R.N.

23 Dated: September 26, 2017 LAW OFFICES OF JEROME M. VARANINI

24 */s/ Jerome M. Varanini**
25 _____

JEROME M. VARANINI

1 Attorney for Defendants
2 COUNTY OF MERCED, TOM CAVALLERO, and
3 JASON GOINS

4 Dated: September 26, 2017

5 BERTLING & CLAUSEN LLC

6 /s/ Jemma Parker Saunders*

7 JEMMA PARKER SAUNDERS
8 Attorney for Defendants
9 CALIFORNIA FORENSIC MEDICAL GROUP, INC.;
10 TAYLOR FITHIAN, M.D.; HEATHER GOODE, M.D.;
11 SEAN RYAN, R.N.; DEBORAH MANDUJANO, R.N.,
12 and CORINA DENNING, R.N.

13 *Ms. Dunzweiler, Ms. Saunders, and Mr. Varanini gave their consent that this document be
14 electronically filed.
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order
6 that was issued by the United States District Court for the Eastern District of California on
7 _____ in the case of *Lucy Atayde v. Napa State Hospital, et al.*, No. 1:16-
8 cv-00398-DAD-SAB (E.D. Cal.). I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so comply could
10 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
11 not disclose in any manner any information or item that is subject to this Stipulated Protective
12 Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

20 Date: _____

21
22 City and State where sworn and signed: _____

23
24 Printed name: _____

25 Signature: _____

1 **ORDER**

2 Pursuant to the stipulation of the parties, IT IS HEREBY ORDERED that:

- 3 1. The protective order is entered;
- 4 2. The parties are advised that pursuant to the Local Rules of the United
5 States District Court, Eastern District of California, any documents which
6 are to be filed under seal will require a written request which complies
7 with Local Rule 141; and
- 8 3. The party making a request to file documents under seal shall be required to
9 show good cause for documents attached to a nondispositive motion or
10 compelling reasons for documents attached to a dispositive motion. Pintos
11 v. Pacific Creditors Ass'n, 605 F.3d 665, 677-78 (9th Cir. 2009).

12 IT IS SO ORDERED.

13 Dated: September 29, 2017

14 
15 _____
16 UNITED STATES MAGISTRATE JUDGE
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