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8
9 UNITED STATES DISTRICT COURT
10 EASTERN DISTRICT OF CALIFORNIA

11
12 WALTER W. WELLS and SCOTT
MCFARLANE,

13 Plaintiffs,

14 v.

15 COUNTY OF STANISLAUS; CITY OF
16 MODESTO; KIRK BUNCH; JON EVERS;
17 DALE LINGERFELT; STEVE JACOBSON;
BIRGIT FLADAGER; and GALEN
18 CARROLL,

19 Defendants.

Case No. 1:20-cv-00770-DJC-BAM

STIPULATED PROTECTIVE ORDER

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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
11 stipulate to and petition the court to enter the following Stipulated Protective Order (“Order”).
12 The parties acknowledge that this Order does not confer blanket protections on all disclosures or
13 responses to discovery and that the protection it affords from public disclosure and use extends
14 only to the limited information or items that are entitled to confidential treatment under the
15 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
16 that this Order does not entitle them to file confidential information under seal; Rule 141 of the
17 Local Rules of the United States District Court for the Eastern District of California sets forth the
18 procedures that must be followed and the standards that will be applied when a party seeks
19 permission from the 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*
26 *the 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
4 it 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
12 as a consultant in this action; (2) is not a past or current employee of a Party; and (3) at the time
13 of 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
3 organizing, storing, or retrieving data in any form or medium) and their employees and
4 subcontractors.

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

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

9 3. SCOPE

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

22 4. DURATION

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

3 5. DESIGNATING PROTECTED MATERIAL

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

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

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

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

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic documents,
24 but excluding transcripts of depositions or other pretrial or trial proceedings) that the Producing
25 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’
26 EYES ONLY” to each page that contains protected material. If only a portion or portions of the
27 material on a page qualifies for protection, the Producing Party also must clearly identify the
28 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for

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

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

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

3 Transcripts containing Protected Material shall have an obvious legend on the title page
4 that the transcript contains Protected Material, and the title page shall be followed by a list of all
5 pages (including line numbers as appropriate) that have been designated as Protected Material and
6 the level of protection being asserted by the Designating Party. The Designating Party shall
7 inform the court reporter of these requirements. Any transcript that is prepared before the
8 expiration of a 30-day period for designation shall be treated during that period as if it had been
9 designated “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” in its entirety unless
10 otherwise agreed. After the expiration of that period the transcript shall be treated only as
11 actually designated.

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

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

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
4 process by providing written notice of each designation it is challenging and describing the basis
5 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
6 notice must recite that the challenge to confidentiality is being made in accordance with this
7 specific paragraph of the Order. The parties shall attempt to resolve each challenge in good faith
8 and must begin the process by conferring directly (in voice to voice dialogue; other forms of
9 communication are not sufficient) within 14 days of the date of service of notice. In conferring,
10 the Challenging Party must explain the basis for its belief that the confidentiality designation was
11 not proper and must give the Designating Party an opportunity to review the designated material,
12 to reconsider the circumstances, and, if no change in designation is offered, to explain the basis
13 for the chosen designation. A Challenging Party may proceed to the next stage of the challenge
14 process only if it has engaged in this meet and confer process first or establishes that the
15 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

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

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
4 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
5 disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

15 (d) the court and its personnel;

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

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

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

27 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
28 Information or Items. Unless otherwise ordered by the court or permitted in writing by a

1 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
2 CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only to:

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

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

10 (c) the court and its personnel;

11 (d) 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); and

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

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
17 LITIGATION

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

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

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

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

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

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

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

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

22 (i) promptly notify in writing the Requesting Party and the Non-Party
23 that some or all of the information requested is subject to a confidentiality agreement with a Non-
24 Party;

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

4 (iii) make the information requested available for inspection by the
5 Non-Party.

6 (c) If the Non-Party fails to object or seek a protective order from this court
7 within 14 days of receiving the notice and accompanying information, the Receiving Party may
8 produce the Non-Party's confidential information responsive to the discovery request. If the
9 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information
10 in its possession or control that is subject to the confidentiality agreement with the Non-Party
11 before a determination by the court.² Absent a court order to the contrary, the Non-Party shall
12 bear the burden and expense of seeking protection in this court of its Protected Material.

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
22 MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain inadvertently
24 produced material is subject to a claim of privilege or other protection, the obligations of the
25 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
26 provision is not intended to modify whatever procedure may be established in an e-discovery

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

1 order that provides for production without prior privilege review. Pursuant to Federal Rule of
2 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
3 communication or information covered by the attorney-client privilege or work product
4 protection, the parties may incorporate their agreement in the stipulated protective order
5 submitted to the court.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
8 seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
10 Order no Party waives any right it otherwise would have to object to disclosing or producing any
11 information or item on any ground not addressed in this Order. Similarly, no Party waives any
12 right to object on any ground to use in evidence of any of the material covered by this Order.

13 12.3 Filing Protected Material. Without written permission from the Designating Party
14 or a court order secured after appropriate notice to all interested persons, a Party may not file in
15 the public record in this action any Protected Material. A Party that seeks to file under seal any
16 Protected Material must comply with Local Rule 141. Protected Material may only be filed under
17 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.

18 13. FINAL DISPOSITION

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

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

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8 Dated: August 9, 2023

Respectfully submitted,

MORRISON & FOERSTER LLP

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11 By: /s/ Arturo J. González

Arturo J. González

Attorneys for Plaintiffs

WALTER W. WELLS AND SCOTT
MCFARLANE

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15 Dated: August 9, 2023

PORTER SCOTT, APC

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17 By: /s/ John R. Whitefleet

John R. Whitefleet

Attorneys for Defendants

COUNTY OF STANISLAUS, KIRK
BUNCH, DALE LINGERFELT, STEVE
JACOBSON AND BIRGIT FLADAGER

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21
22 Dated: August 9, 2023

CASTILLO MORIARTY TRAN
AND ROBINSON

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24 By: /s/ Patrick D. Moriarty

Patrick D. Moriarty

Attorneys for Defendant
CITY OF MODESTO

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Attestation of Concurrence in the Filing

The filer, Arturo J. González, attests that all other signatories listed on whose behalf this filing 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 Wells, et al. v. County of Stanislaus, et al., Case No. 1:20-cv-00770-DJC-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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ORDER

The Court adopts the stipulated protective order submitted by the parties. The parties are advised that pursuant to the Local Rules of the United States District Court, Eastern District of California, any documents subject to this protective order to be filed under seal must be accompanied by a written request which complies with Local Rule 141 prior to sealing. The party making a request to file documents under seal shall be required to show good cause for documents attached to a non-dispositive motion or compelling reasons for documents attached to a dispositive motion. *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2009). Within five (5) days of any approved document filed under seal, the party shall file a redacted copy of the sealed document. The redactions shall be narrowly tailored to protect only the information that is confidential or was deemed confidential.

IT IS SO ORDERED.

Dated: August 10, 2023

/s/ Barbara A. McAuliffe
UNITED STATES MAGISTRATE JUDGE