

(SPACE BELOW FOR FILING STAMP ONLY)

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 7 UNION PACIFIC RAILROAD COMPANY

8 **UNITED STATES DISTRICT COURT**  
 9 **EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO**

11 BURLEY D. TOMPKINS,  
 12 Plaintiff,  
 13 vs.  
 14 UNION PACIFIC RAILROAD COMPANY, a  
 corporation,  
 15 Defendants.  
 16

Case No. 2:12-CV-01481-CMK

**STIPULATED PROTECTIVE ORDER  
 RE: DISCLOSURE OF UNION PACIFIC  
 RAILROAD COMPANY POLICE  
 REPORTS**

MURPHY, CAMPBELL, ALLISTON & QUINN

18 **1. PURPOSES AND LIMITATIONS**

19 Disclosure and discovery activity in this action are likely to involve production of  
 20 confidential or private information for which special protection from public disclosure and  
 21 from use for any purpose other than prosecuting this litigation may be warranted. The  
 22 specific item of discovery at issue are police reports from UNION PACIFIC RAILROAD  
 23 COMPANY'S ("UPRR") Police Department, which Plaintiff has requested in discovery.  
 24 UPRR has its own police department, which conducts police activities related to UPRR's  
 25 property and related to trains traveling in interstate commerce. Plaintiff has alleged that he  
 26 was injured in 1998 after being startled by a transient on a UPRR railcar and that UPRR was  
 27 negligent because of the presence of a trespasser on its property. In support of that claim,  
 28 he has requested UPRR records related to police activities by the UPRR Police Department,

1 including police reports.

2           The police reports that Plaintiff has requested be produced in discovery contain  
3 highly sensitive information regarding UPRR's police activities, as well as highly sensitive  
4 information related to criminal suspects or perpetrators, some of which may be juveniles.  
5 There are security concerns related to the production of UPRR's Police Department records  
6 and there is also a need to protect sensitive and private information, which may not be  
7 adequately protected through redacting of personal identifying information. Because of the  
8 sensitive nature of this material, a protective order is needed so that the material is only  
9 used for purposes of this litigation.

10           Accordingly, the parties hereby stipulate to and petition the court to enter the  
11 following Stipulated Protective Order. The parties acknowledge that this Order does not  
12 confer blanket protections on all disclosures or responses to discovery and that the  
13 protection it affords from public disclosure and use extends only to the limited information or  
14 items that are entitled to confidential treatment under the applicable legal principles,  
15 specifically and only UPRR's Police Department records. The parties further acknowledge,  
16 as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle  
17 them to file confidential information under seal; Local Rule 141 sets forth the procedures  
18 that must be followed and the standards that will be applied when a party seeks permission  
19 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  
25 Rule of Civil Procedure 26(c). This includes specifically any and all UPRR Police Reports  
26 and any spreadsheets identifying said police reports produced in this case.

27           2.3     Counsel (without qualifier): Outside Counsel of Record and House Counsel  
28 (as well as their support staff).

1           2.4    Designating Party: a Party or Non-Party that designates information or items  
2 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

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

10          2.7    House Counsel: attorneys who are employees of a party to this action. House  
11 Counsel does not include Outside Counsel of Record or any other outside counsel.

12          2.8    Non-Party: any natural person, partnership, corporation, association, or other  
13 legal entity not named as a Party to this action.

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

18          2.10 Party: any party to this action, including all of its officers, directors,  
19 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
20 staffs).

21          2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
22 Material in this action.

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

27          2.13 Protected Material: any Disclosure or Discovery Material that is designated as  
28 “CONFIDENTIAL.”

1           2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
2 Producing Party.

3           3.     SCOPE

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

17           4.     DURATION

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

25           5.     DESIGNATING PROTECTED MATERIAL

26           5.1     Exercise of Restraint and Care in Designating Material for Protection. Each  
27 Party or Non-Party that designates information or items for protection under this Order must  
28 take care to limit any such designation to specific material that qualifies under the

1 appropriate standards. The Designating Party must designate for protection only those parts  
2 of material, documents, items, or oral or written communications that qualify – so that other  
3 portions of the material, documents, items, or communications for which protection is not  
4 warranted are not swept unjustifiably within the ambit of this Order.

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

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

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

16 Designation in conformity with this Order requires:

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

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

1 qualify for protection under this Order. Then, before producing the specified documents, the  
2 Producing Party must affix the "CONFIDENTIAL" legend to each page that contains  
3 Protected Material. If only a portion or portions of the material on a page qualifies for  
4 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by  
5 making appropriate markings in the margins).

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

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

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

## 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

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

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

25       The burden of persuasion in any such challenge proceeding shall be on the  
26 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
27 harass or impose unnecessary expenses and burdens on other parties) may expose the  
28 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality

1 designation by failing to file a motion to retain confidentiality as described above, all parties  
2 shall continue to afford the material in question the level of protection to which it is entitled  
3 under the Producing Party's designation until the court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this case only  
7 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material  
8 may be disclosed only to the categories of persons and under the conditions described in  
9 this Order. When the litigation has been terminated, a Receiving Party must comply with the  
10 provisions of section 13 below (FINAL DISPOSITION).

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

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
15 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
16 disclose any information or item designated "CONFIDENTIAL" only to:

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

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

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

27 (d) the court and its personnel;

28 (e) court reporters and their staff, professional jury or trial consultants, mock



1 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this  
2 litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
3 A);

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

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

12 (h) the Receiving Party.

13 (i) witnesses or persons involved in this action to whom disclosure is reasonably  
14 necessary for this litigation and who have signed the "Acknowledgment and Agreement to  
15 Be Bound" (Exhibit A).

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  
19 compels disclosure of any information or items designated in this action as  
20 "CONFIDENTIAL," that Party must:

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

23 (b) promptly notify in writing the party who caused the subpoena or order to issue  
24 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

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

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

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

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

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

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

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

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

26 (c) If the Non-Party fails to object or seek a protective order from this court within  
27 14 days of receiving the notice and accompanying information, the Receiving Party may  
28 produce the Non-Party's confidential information responsive to the discovery request. If the

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

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
16 MATERIAL

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

26 12. MISCELLANEOUS

27 \_\_\_\_\_  
28 <sup>1</sup> 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 interested in this court.

1           12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
2 to seek its modification by the court in the future.

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

8           12.3 Filing Protected Material. Without written permission from the Designating  
9 Party or a court order secured after appropriate notice to all interested persons, a Party may  
10 not file in the public record in this action any Protected Material. A Party that seeks to file  
11 under seal any Protected Material must comply with Local Rule 141. Protected Material may  
12 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
13 Protected Material at issue. Pursuant to Local Rule 141, a sealing order will issue only upon  
14 a request establishing that the Protected Material at issue is privileged, protectable as a  
15 trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request  
16 to file Protected Material under seal pursuant to Local Rule 141 is denied by the court, then  
17 the Receiving Party may file the information in the public record pursuant to Local Rule 141  
18 unless otherwise instructed by the court.

19       13.    FINAL DISPOSITION

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

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

8  
9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10  
11 DATED: April 14, 2015

MURPHY, CAMPBELL, ALLISTON & QUINN

12  
13 By: /s/ STEPHANIE L. QUINN  
STEPHANIE L. QUINN (SBN 216655)  
14 MARIEL COVARRUBIAS (SBN 274784)  
15 Attorneys for Defendant UNION PACIFIC  
RAILROAD COMPANY

16  
17 DATED: April 14, 2015

HILDEBRAND McLEOD & NELSON INC.

18  
19 By: /s/ RYAN OTIS  
ANTHONY PETRU (SBN 91399)  
20 RYAN OTIS (SBN 260032)  
21 Attorneys for Plaintiff BURLEY D.  
TOMPKINS

22  
23 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

24  
25 Dated: April 24, 2015

  
26 **CRAIG M. KELLISON**  
27 UNITED STATES MAGISTRATE JUDGE

28 **EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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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 in April 2015 in the case of *Burley D. Tompkins v. Union Pacific Railroad  
Company*, United States District Court Case No. 2:12-CV-01481-CMK (Eastern District of  
California). 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: \_\_\_\_\_