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26 UNITED STATES DISTRICT COURT
27 EASTERN DISTRICT OF CALIFORNIA
28 SACRAMENTO

29 DEVRA BOMMARITO, an individual,)
30) No. 2:15-cv-01187-WBS-DB
31 Plaintiff and Counterdefendant,)
32) **STIPULATION AND PROTECTIVE**
33 v.) **ORDER**
34)
35 THE NORTHWESTERN MUTUAL LIFE)
36 INSURANCE COMPANY and MARK)
37 MAJEWSKI,)
38 Defendant and Counterclaimant.)

1 1. **PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure and from use for
4 any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby
5 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
7 discovery and that the protection it affords from public disclosure and use extends only to the limited
8 information or items that are entitled to confidential treatment under the applicable legal principles. The
9 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
10 not entitle them to file confidential information under seal.

11 Pursuant to Local Rule 141.1(c) the documents and information eligible for protection include,
12 without limitation, the following: 1) hundreds, if not thousands, of pages of medical records of third
13 party patients treated by the staff and employees at XCEL physical therapy, the clinic formerly owned and
14 operated by Plaintiff; 2) Exhaustive bank records and financial information pertaining to both XCEL
15 Physical Therapy (including payroll information to third parties) and to Plaintiff's personal finances; 3)
16 thousands of pages of documents seized by the San Joaquin District Attorney pursuant to a search warrant
17 on Plaintiff and her former physical therapy business including nearly all of Plaintiff's personal and
18 business banking records, the physical seizure of both work and personal computers, passwords for
19 access to both work and personal electronic and online data; all papers and documents in the possession of
20 Plaintiff.

21 Given the depth and breadth of potential first- and third-party privacy concerns arising from the
22 unprotected release and use of material one or both parties wish to designate, the sensitivity of the
23 material, particularly third party medical records and third party employment and financial information
24 and the sheer quantity of Plaintiff's financial records, both related to her professional endeavors and not,
25 the parties seek a court order.

26 2. **DEFINITIONS**

27 2.1. Challenging Party: a Party or Non-Party that challenges the designation of information or
28 items under this Order.

1 2.2. “CONFIDENTIAL” Information or Items: information (regardless of how it is generated,
2 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure
3 26(c).

4 2.3. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as
5 their support staff).

6 2.4. Designating Party: a Party or Non-Party that designates information or items that it
7 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

8 2.5. Disclosure or Discovery Material: all items or information, regardless of the medium or
9 manner in which it is generated, stored, or maintained (including, among other things, testimony,
10 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in
11 this matter.

12 2.6. Expert: a person with specialized knowledge or experience in a matter pertinent to the
13 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in
14 this action.

15 2.7. House Counsel: attorneys who are employees of a party to this action. House Counsel
16 does not include Outside Counsel of Record or any other outside counsel.

17 2.8. Non-Party: any natural person, partnership, corporation, association, or other legal entity
18 not named as a Party to this action.

19 2.9. Outside Counsel of Record: attorneys who are not employees of a party to this action but
20 are retained to represent or advise a party to this action and have appeared in this action on behalf of that
21 party or are affiliated with a law firm which has appeared on behalf of that party.

22 2.10. Party: any party to this action, including all of its officers, directors, employees,
23 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

24 2.11. Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in
25 this action.

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

1 2.13. Protected Material: any Disclosure or Discovery Material that is designated as
2 “CONFIDENTIAL.”

3 2.14. Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing
4 Party.

5 **3. SCOPE**

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

18 **4. DURATION**

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

26 **5. DESIGNATING PROTECTED MATERIAL**

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

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

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be
6 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or
7 retard the case development process or to impose unnecessary expenses and burdens on other parties)
8 expose the Designating Party to sanctions. If it comes to a Designating Party’s attention that information
9 or items that it designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the mistaken designation.

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

15 Designation in conformity with this Order requires:

16 a) for information in documentary form (e.g., paper or electronic documents, but excluding
17 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
18 “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the
19 material on a page qualifies for protection, the Producing Party also must clearly identify the protected
20 portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party that makes
21 original documents or materials available for inspection need not designate them for protection until after
22 the inspecting Party has indicated which material it would like copied and produced. During the
23 inspection and before the designation, all of the material made available for inspection shall be deemed
24 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and
25 produced, the Producing Party must determine which documents, or portions thereof, qualify for
26 protection under this Order. Then, before producing the specified documents, the Producing Party must
27 affix the “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or
28

1 portions of the material on a page qualifies for protection, the Producing Party also must clearly identify
2 the protected portion(s) (e.g., by making appropriate markings in the margins).

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

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

11 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate
12 qualified information or items does not, standing alone, waive the Designating Party's right to secure
13 protection under this Order for such material. Upon timely correction of a designation, the Receiving
14 Party must make reasonable efforts to assure that the material is treated in accordance with the provisions
15 of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of
18 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation
19 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
20 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality
21 designation by electing not to mount a challenge promptly after the original designation is disclosed.

22 6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process by
23 providing written notice of each designation it is challenging and describing the basis for each challenge.
24 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the
25 challenge to confidentiality is being made in accordance with this specific paragraph of the Protective
26 Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by
27 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14
28 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its

1 belief that the confidentiality designation was not proper and must give the Designating Party an
2 opportunity to review the designated material, to reconsider the circumstances, and, if no change in
3 designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed
4 to the next stage of the challenge process only if it has engaged in this meet and confer process first or
5 establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely
6 manner.

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

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

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

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

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

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

6 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the
7 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or
8 item designated "CONFIDENTIAL" only to:

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

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

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

19 d) the court and its personnel;

20 e) court reporters and their staff, professional jury or trial consultants, mock jurors,
21 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
22 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 f) during their depositions, witnesses in the action to whom disclosure is reasonably
24 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless
25 otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition
26 testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court
27 reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.
28

1 g) the author or recipient of a document containing the information or a custodian or
2 other person who otherwise possessed or knew the information.

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

5 If a Party is served with a subpoena or a court order issued in other litigation that compels
6 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
26 **MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
28 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are

1 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
2 whatever procedure may be established in an e-discovery order that provides for production without prior
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an
4 agreement on the effect of disclosure of a communication or information covered by the attorney-client
5 privilege or work product protection, the parties may incorporate their agreement in the stipulated
6 protective order submitted to the court.

7 **12. MISCELLANEOUS**

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

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

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

22 **13. FINAL DISPOSITION**

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

1 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
2 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format
3 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are
4 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
5 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and
6 consultant and expert work product, even if such materials contain Protected Material. Any such archival
7 copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in
8 Section 4 (DURATION).

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 Dated: December 21, 2016

THE GREY LAW FIRM, P.C.

11 By: /s/ Rebecca Grey

12 Rebecca Grey
13 Attorney for Plaintiff and Counterdefendant
DEVRA BOMMARITO

14 Dated: December 21, 2016

OGLETREE, DEAKINS, NASH, SMOAK &
15 STEWART, P.C.

16 By: /s/ Sean P. Nalty

17 Sean P. Nalty
18 Attorneys for Defendant and Counterclaimant
THE NORTHWESTERN MUTUAL LIFE
19 INSURANCE COMPANY

20 **ORDER**

21 Pursuant to the parties' December 21, 2016 stipulation, (ECF No. 28), IT IS SO ORDERED.

22 IT IS FURTHER ORDERED THAT:

23 1. Requests to seal documents shall be made by motion before the same judge who will decide the
24 matter related to that request to seal.

25 2. The designation of documents (including transcripts of testimony) as confidential pursuant to
26 this order does not automatically entitle the parties to file such a document with the court under seal.

27 Parties are advised that any request to seal documents in this district is governed by Local Rule 141. In
28 brief, Local Rule 141 provides that documents may only be sealed by a written order of the court after a

1 specific request to seal has been made. L.R. 141(a). However, a mere request to seal is not enough under
2 the local rules. In particular, Local Rule 141(b) requires that “[t]he ‘Request to Seal Documents’ shall set
3 forth *the statutory or other authority for sealing*, the requested duration, the identity, by name or category,
4 of persons to be permitted access to the document, and all relevant information.” L.R. 141(b) (emphasis
5 added).

6 3. A request to seal material must normally meet the high threshold of showing that “compelling
7 reasons” support secrecy; however, where the material is, at most, “tangentially related” to the merits of a
8 case, the request to seal may be granted on a showing of “good cause.” Ctr. for Auto Safety v. Chrysler
9 Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447
10 F.3d 1172, 1178-80 (9th Cir. 2006).

11 4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain
12 documents, at any court hearing or trial – such determinations will only be made by the court at the
13 hearing or trial, or upon an appropriate motion.

14 5. With respect to motions regarding any disputes concerning this protective order which the
15 parties cannot informally resolve, the parties shall follow the procedures outlined in Local Rule 251.
16 Absent a showing of good cause, the court will not hear discovery disputes on an *ex parte* basis or on
17 shortened time.


18 6. The parties may not modify the terms of this Protective Order without the court’s approval. If
19 the parties agree to a potential modification, they shall submit a stipulation and proposed order for the
20 court’s consideration.

21 7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of the
22 terms of this Protective Order after the action is terminated.

23 ///
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1 8. Any provision in the parties' stipulation that is in conflict with anything in this order is hereby
2 DISAPPROVED.

3 Dated: December 22, 2016

4 
5 _____
6 DEBORAH BARNES
7 UNITED STATES MAGISTRATE JUDGE

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2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of _____ [print or type full
5 address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order that was issued by the United States District Court for the Eastern District of California
7 on [date] in the case of _____ [**insert formal name of the case and the number and initials**
8 **assigned to it by the court**]. I agree to comply with and to be bound by all the terms of this Stipulated
9 Protective Order and I understand and acknowledge that failure to so comply could expose me to
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
11 manner any information or item that is subject to this Stipulated Protective Order to any person or entity
12 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 Eastern District of
14 California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such
15 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 number] as my
18 California agent for service of process in connection with this action or any proceedings related to
19 enforcement of this Stipulated Protective Order.

20
21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____