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 10 SAN FRANCISCO, GREG SUHR, and MATTHEW SULLIVAN

11
 12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14 EDUARDO ENRIQUE ALEGRETT,
 15 Plaintiff,
 16 vs.
 17 CITY AND COUNTY OF SAN
 18 FRANCISCO, SAN FRANCISCO POLICE
 DEPARTMENT, GREG SUHR, in his
 19 capacity as Chief of Police of the City and
 County of San Francisco, MATTHEW
 20 SULLIVAN (Badge #2484), individually and
 in his capacity as a Peace Officer for the City
 21 and County of San Francisco, and DOES 1-
 200, jointly and severally,
 22 Defendants.
 23

Case No. C-12-5538-MEJ
~~PROPOSED~~ STIPULATED PROTECTIVE
 ORDER
 Trial Date: May 12, 2014

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of confidential,
3 proprietary, and private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties
5 hereby 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.
9 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
10 Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 and
11 General Order 62 set forth the procedures that must be followed and the standards that will be applied
12 when a party seeks permission from the court to file material under seal.

13 **2. DEFINITIONS**

14 2.1 Party: any party to this action, including all of its officers, directors, employees, consultants,
15 retained experts, and outside counsel (and their support staff).

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or
17 items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated,
19 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil
20 Procedure 26(c).

21 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their
22 support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or items that it produces
24 in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or
27 manner in which it is generated, stored, or maintained (including, among other things, testimony,
28

1 transcripts, and tangible things), that are produced or generated in disclosures or responses to
2 discovery in this matter.

3 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”: extremely sensitive
4 information or items, disclosure of which to another Party or Non-party would create a substantial risk
5 of serious harm that could not be avoided by less restrictive means.

6 2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the
7 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
8 consultant in this action.

9 2.9 House Counsel: attorneys who are employees of a party to this action. House Counsel does not
10 include Outside Counsel of Record or any other outside counsel.

11 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not
12 named as a Party to this action.

13 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this action but are
14 retained to represent or advise a party to this action and have appeared in this action on behalf of that
15 party or are affiliated with a law firm which has appeared on behalf of that party.

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this
17 action.

18 2.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,
19 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
20 or retrieving data in any form or medium) and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing
24 Party.

25 **3. SCOPE**

26 The protections conferred by this Stipulation and Order cover not only Protected Material (as
27 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
28 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,

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

10 **4. DURATION**

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

17 **5. DESIGNATING PROTECTED MATERIAL**

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party
19 that designates information or items for protection under this Order must take care to limit any such
20 designation to specific material that qualifies under the appropriate standards. The Designating Party
21 must designate for protection only those parts of material, documents, items, or oral or written
22 communications that qualify – so that other portions of the material, documents, items, or
23 communications for which protection is not warranted are not swept unjustifiably within the ambit of
24 this Order.

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

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

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g.,
5 second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
6 Discovery Material that qualifies for protection under this Order must be clearly so designated before
7 the material is disclosed or produced.

8 Designation in conformity with this Order requires:

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

15 A Party or Non-Party that makes original documents or materials available for inspection need
16 not designate them for protection until after the inspecting Party has indicated which material it would
17 like copied and produced. During the inspection and before the designation, all of the material made
18 available for inspection shall be deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
19 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants
20 copied and produced, the Producing Party must determine which documents, or portions thereof,
21 qualify for protection under this Order. Then, before producing the specified documents, the
22 Producing Party must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
23 EYES ONLY" legend to each page that contains Protected Material. If only a portion or portions of
24 the material on a page qualifies for protection, the Producing Party also must clearly identify the
25 protected portion(s) (e.g., by making appropriate markings in the margins).

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

1 (c) for information produced in some form other than documentary and for any other tangible
2 items, that the Producing Party affix in a prominent place on the exterior of the container or containers
3 in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or
5 item warrant protection, the Producing Party, to the extent practicable, shall identify the protected
6 portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate
8 qualified information or items does not, standing alone, waive the Designating Party’s right to secure
9 protection under this Order for such material. Upon timely correction of a designation, the Receiving
10 Party must make reasonable efforts to assure that the material is treated in accordance with the
11 provisions of this Order.

12 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality
14 at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is
15 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
16 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality
17 designation by electing not to mount a challenge promptly after the original designation is disclosed.

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

28 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this

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

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the
4 Challenging Party shall file and serve a motion to challenge confidentiality under Civil Local Rule 7
5 (and in compliance with Civil Local Rule 79-5 and General Order 62, if applicable) within 14 days of
6 the parties agreeing that the meet and confer process will not resolve their dispute. Each such motion
7 must be accompanied by a competent declaration affirming that the movant has complied with the
8 meet and confer requirements imposed in the preceding paragraph. Failure by the Challenging Party to
9 make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall
10 automatically waive the challenge to the designation.

11 All parties shall continue to afford the material in question the level of protection to which it is
12 entitled under the Producing Party's designation until the court rules on any challenge.

13 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
14 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
15 expenses and burdens on other parties) may expose the Challenging Party to sanctions.

16 Frivolous designations of Confidential Material may expose the Designating Party to sanctions.

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

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced
19 by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or
20 attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of
21 persons and under the conditions described in this Order. When the litigation has been terminated, a
22 Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court
26 or permitted in writing by the Designating Party, a Receiving Party may disclose any information or
27 item designated "CONFIDENTIAL" only to:

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

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

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

11 (d) the court and its personnel;

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

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

21 (g) the author or recipient of a document containing the information or a custodian or other
22 person who otherwise possessed or knew the information; and

23 (h) Plaintiff; however, Plaintiff's counsel may not provide originals or copies of the
24 CONFIDENTIAL Information to plaintiff for his own retention during the course of this litigation, but
25 may show documents containing CONFIDENTIAL Information to Plaintiff. Prior to being shown any
26 confidential information, Plaintiff must execute the "Acknowledgment and Agreement to Be Bound"
27 (Exhibit A). Plaintiff shall be bound by this Protective Order to the same extent as Plaintiff's counsel,
28 and may not exhibit, discuss, and/or disclose CONFIDENTIAL Information to any individual other

1 than Plaintiff's counsel and those experts, investigators or consultants retained by Plaintiff's counsel
2 who have agreed to be bound by this Protective Order and executed the "Acknowledgment and
3 Agreement to Be Bound" (Exhibit A).

4 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
5 Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated "CONFIDENTIAL –
7 ATTORNEYS' EYES ONLY" only to:

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

11 (b) Experts (as defined in this Order) of the Receiving Party (1) to whom disclosure is
12 reasonably necessary for this litigation and (2) who have signed the "Acknowledgment and Agreement
13 to Be Bound" (Exhibit A);

14 (c) the court and its personnel;

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

18 (e) during their depositions, witnesses in the action to whom disclosure is reasonably
19 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A),

20 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
21 deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound
22 by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated
23 Protective Order; and

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

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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
2 **LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

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

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

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

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

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

22 (a) The terms of this Order are applicable to information produced by a Non-Party in this
23 action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
24 EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is
25 protected by the remedies and relief provided by this Order. Nothing in these provisions should be
26 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
3 Non-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
5 or all of the information requested is subject to a confidentiality agreement
6 with a Non-Party;

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

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

11 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days
12 of receiving the notice and accompanying information, the Receiving Party may produce the Non-
13 Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a
14 protective order, the Receiving Party shall not produce any information in its possession or control that
15 is subject to the confidentiality agreement with the Non-Party before a determination by the court.¹
16 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking
17 protection in this court of its Protected Material.

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

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

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27
28 ¹ 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 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
2 **MATERIAL**

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

11 **12. MISCELLANEOUS**

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
13 modification by the court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party
15 waives any right it otherwise would have to object to disclosing or producing any information or item
16 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right
17 to object on any ground to use in evidence of any of the material covered by this Protective Order.

18 12.3 Filing Protected Material. Without written permission from the Designating Party or a court
19 order secured after appropriate notice to all interested persons, a Party may not file in the public record
20 in this action any Protected Material. A Party that seeks to file under seal any Protected Material must
21 comply with Civil Local Rule 79-5 and General Order 62. Protected Material may only be filed under
22 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.

23 Pursuant to Civil Local Rule 79-5 and General Order 62, a sealing order will issue only upon a request
24 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
25 entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal
26 pursuant to Civil Local Rule 79-5(d) and General Order 62 is denied by the court, then the Receiving
27 Party may file the information in the public record pursuant to Civil Local Rule 79-5(e) unless
28 otherwise instructed by the court.

1 **13. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
3 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As
4 used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
5 summaries, and any other format reproducing or capturing any of the Protected Material. Whether the
6 Protected Material is returned or destroyed, the Receiving Party must submit a written certification to
7 the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day
8 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was
9 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
10 compilations, summaries or any other format reproducing or capturing any of the Protected Material.
11 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
12 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and
13 trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if
14 such materials contain Protected Material. Any such archival copies that contain or constitute
15 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).
16 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

17
18 DATED: March 5, 2013

19 /s/ Panos Lagos*
20 Panos Lagos
21 Attorney for Plaintiff Eduardo Alegrett

22 DATED: March 5, 2013

23 /s/ Bradley A. Russi
24 Bradley A. Russi
25 Deputy City Attorney
26 Attorneys for Defendants City and County of San
27 Francisco, et al.

28 * Pursuant to General Order 45, § X.B., the filer of this document attests that he has received the
concurrence of this signatory to file this document.

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: March 5, 2013



HONORABLE MARIA-ELENA JAMES
United States Magistrate Judge

EXHIBIT A

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1 **AGREEMENT TO COMPLY WITH STIPULATED PROTECTIVE ORDER FOR**
2 **CONFIDENTIAL INFORMATION**

3 I, _____, have read and understand the Court’s Protective Order for
4 CONFIDENTIAL INFORMATION. I agree to abide by all terms of the Order. In addition, I
5 specifically understand and agree to the following:

- 6 1. I will not disclose the CONFIDENTIAL INFORMATION to any other person.
- 7 2. I understand that I have no power to authorize any other person to review the
8 CONFIDENTIAL INFORMATION.
- 9 3. I agree not to make copies of the CONFIDENTIAL INFORMATION.
- 10 4. I agree to return the CONFIDENTIAL INFORMATION to the counsel for the party that
11 produced it, at or before the conclusion of this litigation.
- 12 5. I understand that if I violate any of the terms of the Protective Order, then Plaintiff, Plaintiff’s
13 Counsel, and I may be subject to sanctions or possible contempt.

14
15 AGREED:

16
17 _____
18 DATE

19
20 _____
21 SIGNATURE

22
23 _____
24 PRINT NAME