

1 XAVIER BECERRA
 Attorney General of California
 2 JAY M. GOLDMAN
 Supervising Deputy Attorney General
 3 BRYAN KAO
 Deputy Attorney General
 4 State Bar No. 240242
 JILLIAN R. O'BRIEN
 5 Deputy Attorney General
 State Bar No. 251311
 6 455 Golden Gate Avenue, Suite 11000
 San Francisco, CA 94102-7004
 7 Telephone: (415) 703-5797
 Fax: (415) 703-5843
 8 E-mail: Jill.O'Brien@doj.ca.gov
 Bryan.Kao@doj.ca.gov
 9 *Attorneys for Defendants G. Eberly
 and D. Thompson*

10 DORIS CHENG
 11 State Bar No. 197731
 KHALDOUN BAGHDADI
 12 State Bar No. 190111
 WALKUP, MELODIA, KELLY, AND SCHOENBERGER
 13 650 California St., 26th Floor
 San Francisco, CA 94108
 14 Telephone: (415) 981-7210
 Fax: (415) 391-6965
 15 E-mail: DCheng@walkuplawoffice.com
 KBaghdadi@walkuplawoffice.com
 16 *Attorneys for Plaintiff B. Toscano*

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 18 IN THE UNITED STATES DISTRICT COURT
 19 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 20 SAN FRANCISCO DIVISION
 21

22
 23 **BENJAMIN K. TOSCANO,**

24 Plaintiff,

25 v.

26 **G. LEWIS, et al.,**

27 Defendants.
 28

C 12-5893 EMC

STIPULATED PROTECTIVE ORDER

Judge: Hon. Edward M. Chen
 Trial Date: May 1, 2017
 Action Filed: April 16, 2013

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
7 all disclosures or responses to discovery and that the protection it affords from public disclosure
8 and use extends only to the limited information or items that are entitled to confidential treatment
9 under the applicable legal principles. The parties further acknowledge, as set forth in Section
10 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential
11 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and
12 the standards that will be applied when a party seeks permission from the court to file material
13 under seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
16 information or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
18 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
19 of Civil Procedure 26(c).

20 2.3 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information or Items:
21 information (regardless of how it is generated, stored or maintained) or tangible things that
22 qualify for protection under Federal Rule of Civil Procedure 26(c) and that if disclosed to inmates
23 or members of the public would compromise the security of prison or the safety of inmates or
24 prison staff.

25 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
26 as their support staff).

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1 2.5 Designating Party: a Party or Non-Party that designates information or items that it
2 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
3 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

4 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
5 or manner in which it is generated, stored, or maintained (including, among other things,
6 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
7 responses to discovery in this matter.

8 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
9 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
10 consultant in this action.

11 2.8 House Counsel: attorneys who are employees of a party to this action. House
12 Counsel does not include Outside Counsel of Record or any other outside counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
14 entity not named as a Party to this action.

15 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action
16 but are retained to represent or advise a party to this action and have appeared in this action on
17 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

18 2.11 Party: any party to this action, including all of its officers, directors, employees,
19 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
21 Material in this action.

22 2.13 Professional Vendors: persons or entities that provide litigation support services
23 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
24 organizing, storing, or retrieving data in any form or medium) and their employees and
25 subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
27 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”
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1 2.15 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 Material
5 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
6 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
7 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
8 However, the protections conferred by this Stipulation and Order do not cover the following
9 information: (a) any information that is in the public domain at the time of disclosure to a
10 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
11 a result of publication not involving a violation of this Order, including becoming part of the
12 public record through trial or otherwise; and (b) any information known to the Receiving Party
13 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
14 obtained the information lawfully and under no obligation of confidentiality to the Designating
15 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

16 4. DURATION

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

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
26 Non-Party that designates information or items for protection under this Order must take care to
27 limit any such designation to specific material that qualifies under the appropriate standards. The
28 Designating Party must designate for protection only those parts of material, documents, items, or

1 oral or written communications that qualify – so that other portions of the material, documents,
2 items, or communications for which protection is not warranted are not swept unjustifiably within
3 the ambit of this Order.

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

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

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
12 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
13 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
14 designated before the material is 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
17 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
18 Party affix the legend "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY"
19 to each page that contains protected material. If only a portion or portions of the material on a
20 page qualifies for protection, the Producing Party also must clearly identify the protected
21 portion(s) (e.g., by making appropriate markings in the margins).

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

1 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” legend to each page
2 that contains Protected Material. If only a portion or portions of the material on a page qualifies
3 for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
4 making appropriate markings in the margins).

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

8 (c) for information produced in some form other than documentary and for any other
9 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
10 or containers in which the information or item is stored the legend “CONFIDENTIAL” or
11 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” If only a portion or portions of the
12 information or item warrant protection, the Producing Party, to the extent practicable, shall
13 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 Party’s
16 right to secure protection under this Order for such material. Upon timely correction of a
17 designation, the Receiving Party must make reasonable efforts to assure that the material is
18 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 economic
23 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
24 challenge a confidentiality designation by electing not to mount a challenge promptly after the
25 original designation is disclosed.

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

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

11 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
12 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
13 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days
14 of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer
15 process will not resolve their dispute, whichever is earlier. Each such motion must be
16 accompanied by a competent declaration affirming that the movant has complied with the meet
17 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to
18 make such a motion including the required declaration within 21 days (or 14 days, if applicable)
19 shall automatically waive the confidentiality designation for each challenged designation. In
20 addition, the Challenging Party may file a motion challenging a confidentiality designation at any
21 time if there is good cause for doing so, including a challenge to the designation of a deposition
22 transcript or any portions thereof. Any motion brought pursuant to this provision must be
23 accompanied by a competent declaration affirming that the movant has complied with the meet
24 and confer requirements imposed by the preceding paragraph.

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

1 file a motion to retain confidentiality as described above, all parties shall continue to afford the
2 material in question the level of protection to which it is entitled under the Producing Party's
3 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 disclosed or
6 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
7 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
8 the categories of persons and under the conditions described in this Order. When the litigation has
9 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
10 DISPOSITION).

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

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
14 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
15 information or item designated "CONFIDENTIAL" only to:

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

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

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

26 (d) the court and its personnel;

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

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

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

12 (h) jurors selected for trial in this matter.

13 7.3 Disclosure of "CONFIDENTIAL-ATTORNEYS' EYES ONLY" Information or
14 Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated "CONFIDENTIAL-
16 ATTORNEYS' EYES ONLY" only to:

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

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

24 (c) the court and its personnel;

25 (d) court reporters and their staff, professional jury or trial consultants, mock jurors, and
26 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
27 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
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1 (e) during their depositions, witnesses in the action who are not inmates and to whom
2 disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to
3 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
4 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material
5 must be separately bound by the court reporter and may not be disclosed to anyone except as
6 permitted under this Stipulated Protective Order;

7 (f) the author or recipient of a document containing the information or a custodian or other
8 person who otherwise possessed or knew the information; and

9 (g) jurors selected for trial in this matter.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
11 OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation that compels
13 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
14 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” that Party must:

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

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

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

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

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

5 (a) The terms of this Order are applicable to information produced by a Non-Party in this
6 action and designated as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES
7 ONLY. Such information produced by Non-Parties in connection with this litigation is protected
8 by the remedies and relief provided by this Order. Nothing in these provisions should be
9 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

26 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
28 Material to any person or in any circumstance not authorized under this Stipulated Protective

1 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
2 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
3 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
4 made of all the terms of this Order, and (d) request such person or persons to execute the
5 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
7 PROTECTED MATERIAL

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

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
19 its modification by the court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
21 no Party waives any right it otherwise would have to object to disclosing or producing any
22 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
23 Party waives any right to object on any ground to use in evidence of any of the material covered
24 by this Protective Order.

25 12.3 Filing Protected Material. Without written permission from the Designating Party or a
26 court order secured after appropriate notice to all interested persons, a Party may not file in the
27 public record in this action any Protected Material. A Party that seeks to file under seal any
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed

1 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
2 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
3 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
4 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected
5 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the
6 Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-5(e)
7 unless otherwise instructed by the court.

8 13. FINAL DISPOSITION

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

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Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 7/18/17 _____
Attorneys for Plaintiff B. Toscano

DATED: 7/19/17 _____
Attorneys for Defendants G. Eberly and D. Thompson

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 7/21/17 _____
United States



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for
6 the Northern District of California on [date] in the case of Toscano v. Lewis, N.D. Cal. Case No.
7 12cv5893-EMC. I agree to comply with and to be bound by all the terms of this Stipulated
8 Protective Order and I understand and acknowledge that failure to so comply could expose me to
9 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
10 any manner any information or item that is subject to this Stipulated Protective Order to any
11 person or entity except in strict compliance with the provisions of this Order.

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

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

19
20 Date: _____

21 City and State where sworn and signed: _____

22
23 Printed name: _____

24
25 Signature: _____

26 SF2013205769

CERTIFICATE OF SERVICE

Case Name: Toscano v. Lewis, et al. No. C 12-5893 EMC

I hereby certify that on July 20, 2017, I electronically filed the following documents with the Clerk of the Court by using the CM/ECF system:

STIPULATED PROTECTIVE ORDER

I certify that **all** participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on July 20, 2017, at San Francisco, California.

M. Luna
Declarant

/s/ M. Luna
Signature