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 16 IN THE UNITED STATES DISTRICT COURT  
 17 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 18 SAN FRANCISCO DIVISION

19  
 20 **DAVID C. PATKINS,**  
 21  
 Plaintiff,  
 22  
 v.  
 23  
 24 **A. LISK,**  
 25  
 Defendant.

16-cv-04347-EMC  
**JOINT STIPULATED PROTECTIVE ORDER**

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, Plaintiff David Patkins and Defendant A. Lisk (the “parties”) hereby stipulate to and  
6 petition the court to enter the following Stipulated Protective Order. The parties acknowledge  
7 that this Order does not confer blanket protections on all disclosures or responses to discovery  
8 and that the protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable legal  
10 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this  
11 Stipulated Protective Order does not entitle them to file confidential information under seal; Civil  
12 Local Rule 79-5 and General Order 62 set forth the procedures that must be followed and the  
13 standards that will be applied when a party seeks permission from the court to file material under  
14 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 of  
19 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 for attorney’s eyes only.  
23 The criteria for such designation shall be whether the Party has a good-faith belief that the  
24 information is entitled to protection from disclosure to non-attorneys, because such information  
25 constitutes or discloses information which threatens prison safety or security, or the safety or  
26 security of any inmate, parolee, or prison staff. “Attorneys” shall be limited to the counsel of record  
27 in this case, their support staff, and Expert(s).  
28

1           2.4    Counsel of Record: attorneys who are retained to represent or advise a party to  
2 this action and have appeared in this action on behalf of that party or are affiliated with a law firm  
3 which has appeared on behalf of that Party (as well as their support staff).

4           2.5    Designating Party: a Party or Non-Party that designates information or items that  
5 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
6 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”

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

11           2.7    Expert: a person with specialized knowledge or experience in a matter pertinent to  
12 the litigation who has been retained by a Party or its Counsel of Record to serve as an expert  
13 witness or as a consultant in this action.

14           2.8    Non-Party: any natural person, partnership, corporation, association, or other legal  
15 entity not named as a Party to this action.

16           2.9    Party: any party to this action, including all of its officers, directors, employees,  
17 consultants, retained experts, and Counsel of Record (and their support staffs).

18           2.10   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
19 Material in this action.

20           2.11   Professional Vendors: persons or entities that provide litigation support services  
21 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
22 organizing, storing, or retrieving data in any form or medium) and their employees and  
23 subcontractors.

24           2.12   Protected Material: any Disclosure or Discovery Material that is designated as  
25 “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”

26           2.13   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
27 Producing Party.

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1     **3.     SCOPE**

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

14     **4.     DURATION**

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

22     **5.     DESIGNATING PROTECTED MATERIAL**

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

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

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

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
9 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
10 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
11 designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

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

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

22 (c) for information produced in some form other than documentary and for any  
23 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
24 container or containers in which the information or item is stored the legend "CONFIDENTIAL"  
25 or "CONFIDENTIAL - ATTORNEYS' EYES ONLY." If only a portion or portions of the  
26 information or item warrant protection, the Producing Party, to the extent practicable, shall  
27 identify the protected portion(s).

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
designate qualified information or items does not, standing alone, waive the Designating Party's

1 right to secure protection under this Order for such material. Upon timely correction of a  
2 designation, the Receiving Party must make reasonable efforts to assure that the material is  
3 treated in accordance with the provisions of this Order.

#### 4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
6 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
7 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
8 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
9 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
10 original designation is disclosed.

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

25 6.3 Judicial Intervention. If the Challenging Party and the Designating Party cannot  
26 resolve a challenge without court intervention, the Designating Party shall file and serve a motion  
27 to retain confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5  
28 and General Order 62, if applicable) within 21 days of the initial notice of challenge or within 14  
days of the parties agreeing that the meet and confer process will not resolve their dispute,

1 whichever is earlier. Each such motion must be accompanied by a competent declaration  
2 affirming that the movant has complied with the meet and confer requirements imposed in the  
3 preceding paragraph. Failure by the Designating Party to make such a motion including the  
4 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
5 confidentiality designation for each challenged designation. In addition, the Challenging Party  
6 may file a motion challenging a confidentiality designation at any time if there is good cause for  
7 doing so, including a challenge to the designation of a deposition transcript or any portions  
8 thereof. Any motion brought pursuant to this provision must be accompanied by a competent  
9 declaration affirming that the movant has complied with the meet and confer requirements  
10 imposed by the preceding paragraph.

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

## 18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

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1 Unless otherwise ordered by the court or permitted in writing by the Designating Party, a  
2 Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

10 (c) the court and its personnel;

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

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

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

22 7.3 Disclosure of “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” Information or  
23 Items.

24 This Protective Order is intended to and does preclude the Receiving Party’s Counsel of  
25 Record from disclosing documents and information designated “CONFIDENTIAL -  
26 ATTORNEYS’ EYES ONLY” to Plaintiff, Defendant, members of Plaintiff’s or Defendant’s  
27 respective family, friends, or associates, or to any inmate or parolee, or to the public. It is agreed  
28 by the Parties and ordered by the Court that the information designated “CONFIDENTIAL –  
ATTORNEYS’ EYES ONLY” is never to be disseminated to or discussed with any inmates,



1 including a Party or witness, parolee, and the public, in this case or in any other capacity, unless  
2 there is a successful challenge to such information under section 6. In the event the Receiving  
3 Party believes that information designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
4 needs to be discussed with their client or another person, the Receiving Party must first contact  
5 the Designating Party to discuss disclosure of the specific record.

6 Unless otherwise ordered by the court or permitted in writing by the Designating Party, a  
7 Receiving Party may disclose any information or item designated “CONFIDENTIAL -  
8 ATTORNEYS’ EYES ONLY” only to:

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

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

16 (c) the court and its personnel;

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

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

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

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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
2 **OTHER 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  
5 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” that Party must:

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

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

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

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

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

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

(b) In the event that a Party is required, by a valid discovery request, to  
produce a Non-Party’s confidential information in its possession, and the Party is subject to an

1 agreement with the Non-Party not to produce the Non-Party's confidential information, then the  
2 Party shall:

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

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

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

11 (c) If the Non-Party fails to object or seek a protective order from this court  
12 within 14 days of receiving the notice and accompanying information, the Receiving Party may  
13 produce the Non-Party's confidential information responsive to the discovery request. If the Non-  
14 Party timely seeks a protective order, the Receiving Party shall not produce any information in its  
15 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
16 determination by the court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall bear the  
burden and expense of seeking protection in this 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  
19 Material to any person or in any circumstance not authorized under this Stipulated Protective  
20 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
21 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
22 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
23 made of all the terms of this Order, and (d) request such person or persons to execute the  
24 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

25 In the event the Receiving Party believes that documents labeled "CONFIDENTIAL" or  
26 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" have been viewed or obtained by persons

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27 <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of  
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its  
confidentiality interests in this court.

1 other than those permitted access under Paragraphs 7.2 and 7.3 respectively, the Receiving Party  
2 must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b)  
3 identify the person or persons to whom unauthorized disclosures were made, (c) inform the  
4 person or persons to whom unauthorized disclosures were made of all the terms of this Order, and  
5 (d) use its best efforts to retrieve all unauthorized copies of the Protected Material.

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.

16 **12. MISCELLANEOUS**

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
18 seek its modification by the court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
20 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
21 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
22 Party waives any right to object on any ground to use in evidence of any of the material covered  
23 by this Protective Order.

24 12.3 Filing Protected Material. Without written permission from the Designating Party  
25 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
26 the public record in this action any Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected  
28 Material may only be filed under seal pursuant to a court order authorizing the sealing of the  
specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a

1 sealing order will issue only upon a request establishing that the Protected Material at issue is  
2 privileged, protectable as a trade secret, is required to protect safety and security of any California  
3 Department of Corrections and Rehabilitation institution, employee, or inmate, or otherwise  
4 entitled to protection under the law. If a Receiving Party's request to file Protected Material under  
5 seal pursuant to Civil Local Rule 79-5(d) and General Order 62 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         12.4 Redaction of Personal Information. The Designating Party is permitted to redact  
9 personal information such as home addresses, social security numbers, birthdates, or other  
10 personally identifiable information from the Protected Material that is produced under this  
11 protective order.

12         12.5 Redaction of Official Information. The Designating Party is permitted to redact  
13 official information subject to official information privilege from the Protected Material that is  
14 produced under this protective order.

### 15 **13. FINAL DISPOSITION**

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

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

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

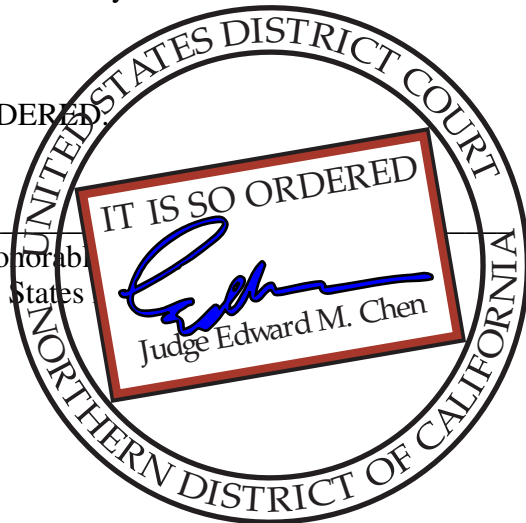
4  
5 DATED: March 22, 2018 /s/ Earl Mah  
6 *Attorneys for Plaintiff David Patkins*  
7 EARL MAH

8  
9 DATED: March 22, 2018 /s/ William P. Buranich  
10 *Attorneys for Defendant A. Lisk*  
11 WILLIAM P. BURANICH  
12 Deputy Attorney General

13 PURSUANT TO STIPULATION, IT IS SO ORDERED

14  
15 DATED: March 23, 2018

The Honorable  
United States



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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read  
in its entirety and understand the Stipulated Protective Order that was issued by the United States  
District Court for the Northern District of California on \_\_\_\_\_ in the case of *Patkins v. Lisk*, et  
al. Case No. 16-cv-04347-EMC. 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  
Northern 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: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]