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6 Attorneys for defendant,
 NATIONAL RAILROAD PASSENGER CORPORATION dba AMTRAK
 and BNSF RAILWAY COMPANY
 7

8 IN THE UNITED STATES DISTRICT COURT
 9 IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 * * *

11 JOEL MANGIARACINA and RANEE
 CHALOEICHEEP,

12 Plaintiffs,

13 vs.

14 BNSF RAILWAY COMPANY; NATIONAL
 15 RAILROAD PASSENGER CORPORATION
 dba AMTRAK; CONTRA COSTA
 16 TRANSPORTATION AUTHORITY;
 CONTRA COSTA COUNTY; and, DOES 1
 17 through 50, inclusive,

18 Defendants.

CASE NO. 16-CV-05270-JST
Contra Costa Co. Sup. Court Case No: C16-01453
Complaint filed: 7/29/16
Trial Date: 1/29/18

**STIPULATED CONFIDENTIALITY
 AGREEMENT AND PROTECTIVE ORDER**

19 **Assigned to Judge Jon S. Tigar**

20 The parties to the above action, by and through their respective attorneys, stipulate and agree as
 21 follows:

22 1. The Locomotive Digital Video Recording (“LDVR”) of the subject incident, bearing
 23 production Bates No. [AMT (M) 000025], including the substance and content thereof, is considered
 24 confidential and sensitive information that is subject to the terms of this Confidentiality Agreement
 25 and Protective Order.

26 2. The LDVR is sensitive property of Amtrak. The transmission of production of the
 27 LDVR by Amtrak does not create any interest or right, intellectual or otherwise, in the LDVR and
 28 shall not result in any waiver by Amtrak of its property rights, intellectual or otherwise, or of the

1 developer, manufacturer, and/or distributor of the software.

2 3. Prior to producing the LDVR, or any part thereof, to any party to this lawsuit, Amtrak
3 shall stamp it with the word "Confidential" or other similar language.

4 4. The LDVR may be used solely for the purpose of this litigation, Case No. 16-CV-
5 05270-JST, and no other, subject to the terms of this agreement and order, for the preparation and trial
6 of this case, or any related appellate proceeding, and not for any other purpose including any internet or
7 media disclosure. The recipient of the LDVR will take all reasonable steps to assure that the LDVR is not
8 improperly disseminated.

9 5. The LDVR may be disclosed only to the following persons:

- 10 (a) Counsel for any party to this action who is a signatory to this Stipulation;
11 (b) Paralegal and secretarial personnel employed by such counsel for any party;
12 (c) Court reporters and court reporting staff engaged to transcribe depositions or trial
13 regarding this action;
14 (d) Experts or consultants retained in connection with this action who agree to abide
15 by this protective order by signing, dating and delivering to counsel retaining such expert
16 an "Acknowledgment of Recipient" in the form set forth below:

17
18 **ACKNOWLEDGMENT OF RECIPIENT**

19 I, the undersigned, on behalf of myself, my employees, secretaries,
20 assistants, staff and associates, hereby acknowledge that I have received a
21 copy of the Locomotive Digital Video Recording (LDVR), produced in
22 the case of "JOEL MANGIARACINA, *et al.* v. BNSF RAILWAY
23 COMPANY, *et al.*" being Civil Action No. 16-CV-05270-JST in the
24 United States District Court, Northern District of California; that such
25 LDVR is subject to a Confidentiality Agreement and Protective Order
26 entered by the Court in such lawsuit; that I have reviewed such
27 Confidentiality Agreement and Protective Order and agree to its terms;
28 that I will keep it and all copies and/or parts thereof strictly confidential as
provided in such Confidentiality Agreement and Protective Order; and that
I agree to comply strictly with all terms and conditions of such
Confidentiality Agreement and Protective Order, a copy of which is
attached hereto. I further agree to provide counsel for Amtrak a second
copy of this form at the address provided below.

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1 6. The LDVR will not be attached to a deposition transcript or filed with the Court except
2 under seal, in accord with any and all applicable statutes or rules relating to filings under seal.

3 7. Within 30 days after the termination of this lawsuit, including any appeals, by final
4 judgment, settlement or otherwise, counsel of record for any party who received the LDVR from
5 counsel of record for Amtrak shall retrieve all such LDVR and any electronic copies thereof that are in
6 the possession of any other person or entity related to them, including their employees, consultants and
7 expert witnesses, and shall return to counsel of record for Amtrak all copies of the LDVR.

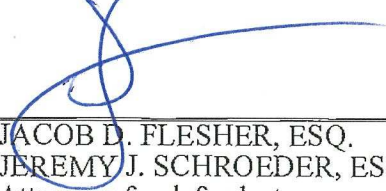
8 8. Nothing in this Confidentiality Agreement and Protective Order is intended to deny any
9 party the right to an open and public trial of the issues in this lawsuit, and the Court will address use of
10 the LDVR as evidence and/or additional protections of the LDVR, including sealing the evidence, if
11 necessary, at time of trial.

12 9. The Court shall have the power to issue any sanction it deems appropriate for a
13 violation of the provisions of this Stipulate and the Order hereon.

14 **SO STIPULATED AND AGREED.**

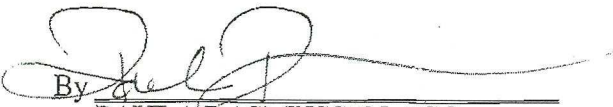
15 DATED: April 21, 2017

FLESHER SCHAFF & SCHROEDER, INC.

16
17 By 
18 JACOB D. FLESHER, ESQ.
19 JEREMY J. SCHROEDER, ESQ.
Attorneys for defendants,
20 AMTRAK and BNSF RAILWAY COMPANY

21 DATED: April 20, 2017

HILDEBRAND MCLEOD & NELSON, LLP

22
23 By 
24 PAULA RASMUSSEN, ESQ.
25 ANTHONY S. PETRU, ESQ.
Attorneys for plaintiffs,
26 JOEL MANGIARACINA
27 RANEE CHALOEICHEEP

28 [SIGNATURES CONTINUED AND ORDER NEXT PAGE]

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DATED: April 20, 2017

OFFICE OF THE COUNTY COUNSEL

By Monica R Cooper for
CHRISTOPHER B. WHITMAN, ESQ.
Attorneys for defendant,
CONTRA COSTA COUNTY

ORDER

The Court having considered this mater and having found that all parties have agreed to this Confidentiality Agreement and Protective Order, hereby enters its order pursuant to the agreed upon terms as set for above:

SO ORDERED AND ADJUDGED.

DATE: April 26, 2017

Jon S. Tiger
HON. JON S. TIGER