

1 **DIESCH FORREST, APC**
 2 ANGELA L. DIESCH / Bar No. 256253
 3 angela@dieschforrestlaw.com
 4 EMMA L. FORREST / Bar No. 206985
 5 emma@dieschforrestlaw.com
 6 6542 Lonetree Boulevard
 7 Rocklin, CA 95765
 8 T. 916.740.6470
 9 F. 916.640.6460

10 Attorneys for Plaintiff
 11 JEREMY A. NEWMAN

12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14 JEREMY A. NEWMAN

15 Plaintiff,

16 v.

17 UNITED STATES, et al.

18 Defendants.

19 Case No. 16-CV-06477-WHA

20 STIPULATED PROTECTIVE ORDER

21 1. PURPOSES AND LIMITATIONS

22 Disclosure and discovery activity in this action are likely to involve production of
 23 confidential, proprietary, or private information for which special protection from public disclosure
 24 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
 25 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
 26 Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures
 27 or responses to discovery and that the protection it affords from public disclosure and use extends
 28 only to the limited information or items that are entitled to confidential treatment under the
 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that
 this Stipulated Protective Order does not entitle them to file confidential information under seal;
 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be

16-CV-06477-WHA

STIPULATED PROTECTIVE ORDER

1 applied when a party seeks permission from the court to file material under seal.

2 2. DEFINITIONS

3 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
6 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
7 Civil Procedure 26(c).

8 2.3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
9 extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure of which to another
10 Party or non-Party would create substantial risk of serious harm that could not be avoided by less
11 restrictive means.

12 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
13 as their support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or items that it
15 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
17 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
18 transcripts, and tangible things), that are produced or generated in disclosures or responses to
19 discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
21 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
22 consultant in this action.

23 2.8 House or Agency Counsel: attorneys who are employees of a party to this action.
24 House or Agency Counsel does not include Outside Counsel of Record or any other outside counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
26 entity not named as a Party to this action.

27 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action
28 but are retained to represent or advise a party to this action and have appeared in this action on

1 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2 2.11 Party: any party to this action, including all of its officers, directors, employees,
3 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
5 Material in this action.

6 2.13 Professional Vendors: persons or entities that provide litigation support services
7 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
8 storing, or retrieving data in any form or medium) and their employees and subcontractors.

9 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

11 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
12 Producing Party.

13 3. SCOPE

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

26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations imposed by this
28 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order

1 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
2 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
3 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
4 time limits for filing any motions or applications for extension of time pursuant to applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
7 Non-Party that designates information or items for protection under this Order must take care to
8 limit any such designation to specific material that the Designating Party or Non-Party believes in
9 good faith qualifies under the appropriate standards set forth in Paragraphs 2.2 and 2.3. The
10 Designating Party must designate for protection only those parts of material, documents, items, or
11 oral or written communications that qualify – so that other portions of the material, documents,
12 items, or communications for which protection is not warranted are not swept unjustifiably within
13 the ambit of this Order.

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
22 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
23 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
24 designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic documents, but
27 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
28 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

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

4 A Party or Non-Party that makes original documents or materials available for inspection
5 need not designate them for protection until after the inspecting Party has indicated which material it
6 would like copied and produced. During the inspection and before the designation, all of the material
7 made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
8 identified the documents it wants copied and produced, the Producing Party must determine which
9 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
10 specified documents, the Producing Party must affix the “CONFIDENTIAL,” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that contains Protected
12 Material. If only a portion or portions of the material on a page qualifies for protection, the
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
14 markings in the margins).

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

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

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
25 designate qualified information or items does not, standing alone, waive the Designating Party’s
26 right to secure protection under this Order for such material. Upon timely correction of a
27 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
28 accordance with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
3 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
5 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
6 confidentiality designation by electing not to mount a challenge promptly after the original
7 designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
9 by providing written notice of each designation it is challenging and describing the basis for each
10 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
11 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
12 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
13 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
14 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
15 Party must explain the basis for its belief that the confidentiality designation was not proper and
16 must give the Designating Party an opportunity to review the designated material, to reconsider the
17 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
18 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
19 has engaged in this meet and confer process first or establishes that the Designating Party is
20 unwilling to participate in the meet and confer process in a timely manner.

21 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
22 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
23 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
24 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
25 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
26 competent declaration affirming that the movant has complied with the meet and confer
27 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
28 motion including the required declaration within 21 days (or 14 days, if applicable) shall

1 automatically waive the confidentiality designation for each challenged designation. In addition, the
2 Challenging Party may file a motion challenging a confidentiality designation at any time if there is
3 good cause for doing so, including a challenge to the designation of a deposition transcript or any
4 portions thereof. Any motion brought pursuant to this provision must be accompanied by a
5 competent declaration affirming that the movant has complied with the meet and confer
6 requirements imposed by the preceding paragraph.

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

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
16 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
17 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
18 the categories of persons and under the conditions described in this Order. When the litigation has
19 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
20 DISPOSITION).

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

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
24 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
25 information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees
27 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
28 this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is

1 attached hereto as Exhibit A;

2 (b) the Receiving Party or, in the case of a Party that is not an individual, the officers,
3 directors, and employees (including House or Agency Counsel) of the Receiving Party to whom
4 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and
5 Agreement to Be Bound” (Exhibit A);

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

9 (d) the court and its personnel;

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

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

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

21 (h) any mediator or settlement officer, and their supporting personnel, mutually agreed
22 upon by the parties engaged in settlement discussions, who have signed the Acknowledgment and
23 Agreement to Be Bound” (Exhibit A).

24 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
26 Designating Party, a Receiving Party may disclose any information or items designated “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

28 (a) the Receiving Party’s Counsel of Record in this Action, as well as employees of

1 said Counsel of Record, including AUSA Pamela Johann and other representatives of the United
2 States Attorney's Office,, to whom it is reasonably necessary to disclose the information in the
3 course of their duties in assisting in the defense of this Action;

4 (b) Assistant Field Solicitor Karen Glasgow and other representatives of the Office of
5 the Field Solicitor, U.S. Department of the Interior to whom it is reasonably necessary to disclose
6 the information in the course of their duties in assisting in the defense of this Action;

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

10 (d) the court and its personnel;

11 (e) private court reporters and their staff to whom disclosure is reasonable necessary
12 for this Action and who have signed the Acknowledgment and Agreement to Be Bound" (Exhibit
13 A);

14 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
15 whom disclosure is reasonably necessary for this Action and who have signed the
16 Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

19 (h) any mediator or settlement officer, and their supporting personnel, mutually agreed
20 upon by the parties engaged in settlement discussions, who have signed the Acknowledgment and
21 Agreement to Be Bound" (Exhibit A).

22 7.4 Summary of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
23 Information or Items. Notwithstanding the provisions of Paragraph 3 and Paragraph 7.3, , the
24 Received Party's Outside Counsel of Record may prepare a summary of documents designated as
25 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to provide to an individual Party
26 not otherwise entitled to review the documents under Paragraph 7.3, subject to the provisions of
27 this Paragraph 7.4.

28 (a) Prior to providing any such summary to an individual Party, the Party seeking

1 to disclose the summary must make a written request to the Designating Party that identifies the
2 information that it seeks to provide in summary form.

3 (b) A Party that makes a request as specified in the preceding paragraph may
4 disclose a summary of the Protected Material to the individual Party unless, within 14 days of
5 delivering the request, the Party receives a written objection from the Designating Party. Any such
6 objection must set forth in detail the grounds on which it is based.

7 (c) A Party that receives a timely written objection must meet and confer with the
8 Designating Party to try to resolve the matter by agreement within seven days of the written objection. If no
9 agreement is reached, the Party seeking to make the disclosure of the summary may file a motion as
10 provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking
11 permission from the court to do so. Any such motion must describe the circumstances with specificity, set
12 forth in detail the reasons why the disclosure of the summary is reasonably necessary, assess the risk of
13 harm that the disclosure would entail, and suggest any additional means that could be used to reduce that
14 risk. In addition, any such motion must be accompanied by a competent declaration describing the parties'
15 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer
16 discussions) and setting forth the reasons advanced by the Designating Party for its refusal to approve the
17 disclosure. In any such proceeding, the Party opposing disclosure of the summary shall bear the burden of
18 proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the
19 Receiving Party's need to disclose the summary.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
21 LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation that compels
23 disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY," that Party must:

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

27 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
28 other litigation that some or all of the material covered by the subpoena or order is subject to this

1 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
2 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
3 Designating Party whose Protected Material may be affected.

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

12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
13 LITIGATION

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

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

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

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

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

28 (c) If the Non-Party fails to object or seek a protective order from this court within 14

1 days of receiving the notice and accompanying information, the Receiving Party may produce the
2 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
3 seeks a protective order, the Receiving Party shall not produce any information in its possession or
4 control that is subject to the confidentiality agreement with the Non-Party before a determination by
5 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
6 seeking protection in this court of its Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
16 MATERIAL

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

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
27 its modification by the court in the future.

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order

1 no Party waives any right it otherwise would have to object to disclosing or producing any
2 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
3 Party waives any right to object on any ground to use in evidence of any of the material covered by
4 this Protective Order.

5 12.3 Filing Protected Material. Without written permission from the Designating Party or a
6 court order secured after appropriate notice to all interested persons, a Party may not file in the
7 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
8 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
9 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
10 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
11 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
12 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
13 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information
14 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: October 26, 2017

/s/ Angela L. Diesch

ANGELA L. DIESCH
EMMA L. FORREST
DIESCH FORREST, APC
Attorneys for Plaintiff

DATED: October 26 2017

BRIAN J. STRETCH
United States Attorney


PAMELA T. JOHANN
Assistant United States Attorney

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: October 26, 2017.



United States District Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 October __, 2017 in the case of *Newman v. United States*, No. 16-cv-06477-WHA. 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: _____

Signature: _____