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9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

12 TOMAS LOPEZ MENEWEATHER

13 Plaintiff,

14 v.

15 B. POWELL, et al.

16 Defendant.

Case No. C 07-4204 SBA (NC)

Assigned to Honorable Judge Sandra  
 Armstrong

~~PROPOSED~~ PROTECTIVE ORDER

18 1. PURPOSES AND LIMITATIONS

19 Disclosure and discovery activity in this action are likely to involve production of  
 20 confidential, proprietary, or private information for which special protection from public  
 21 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
 22 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
 23 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
 24 all disclosures or responses to discovery and that the protection it affords from public disclosure  
 25 and use extends only to the limited information or items that are entitled to confidential treatment  
 26 under the applicable legal principles. The parties further acknowledge, as set forth in Section  
 27 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential  
 28 information under seal; Civil Local Rule 79-5 and General Order 62 set forth the procedures that

1 must be followed and the standards that will be applied when a party seeks permission from the  
2 court to file material under seal.

3 2. DEFINITIONS

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

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

9 2.3 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items:  
10 information (regardless of how it is generated, stored or maintained) or tangible things that  
11 qualify for protection under Federal Rule of Civil Procedure 26(c) and constitutes or discloses  
12 information which threatens prison safety or security.

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

15 2.5 Designating Party: a Party or Non-Party that designates information or items that  
16 it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or  
17 "CONFIDENTIAL – ATTORNEYS' EYES ONLY."

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

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

25 2.8 House Counsel: attorneys who are employees of a party to this action. House  
26 Counsel does not include Outside Counsel of Record or any other outside counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal  
28 entity not named as a Party to this action.

1           2.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
2 action but are retained to represent or advise a party to this action and have appeared in this action  
3 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

4           2.11 Party: any party to this action, including all of its officers, directors, employees,  
5 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

6           2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
7 Material in this action.

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

12           2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
13 "CONFIDENTIAL" or as "CONFIDENTIAL – ATTORNEYS' EYES ONLY."

14           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
15 Producing Party.

16 3. SCOPE

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

1       4.     DURATION

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

9       5.     DESIGNATING PROTECTED MATERIAL

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

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

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

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

1 Designation in conformity with this Order requires:

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

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

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

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

1           5.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
2 designate qualified information or items does not, standing alone, waive the Designating Party's  
3 right to secure protection under this Order for such material. Upon timely correction of a  
4 designation, the Receiving Party must make reasonable efforts to assure that the material is  
5 treated in accordance with the provisions of this Order.

6     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

27           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
28 intervention, the Designating Party shall file and serve a motion to retain confidentiality under

1 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5 and General Order 62, if  
2 applicable) within 21 days of the initial notice of challenge or within 14 days of the parties  
3 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each  
4 such motion must be accompanied by a competent declaration affirming that the movant has  
5 complied with the meet and confer requirements imposed in the preceding paragraph. Failure by  
6 the Designating Party to make such a motion including the required declaration within 21 days (or  
7 14 days, if applicable) shall automatically waive the confidentiality designation for each  
8 challenged designation. In addition, the Challenging Party may file a motion challenging a  
9 confidentiality designation at any time if there is good cause for doing so, including a challenge to  
10 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to  
11 this provision must be accompanied by a competent declaration affirming that the movant has  
12 complied with the meet and confer requirements imposed by the preceding paragraph.

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

## 20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

1           7.2    Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
2 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
3 information or item designated "CONFIDENTIAL" only to:

4                   (a)    the Receiving Party's Counsel in this action, as well as employees of said  
5 Counsel to whom it is reasonably necessary to disclose the information for this litigation;

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

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

12                   (d)    the court and its personnel;

13                   (e)    court reporters and their staff;

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

22           7.3    Disclosure of "CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
23 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
24 Designating Party, a Receiving Party may not disclose any information or item designated  
25 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" to Plaintiff, members of Plaintiff's family,  
26 friends or associates of Plaintiff, or to any other inmate, parolee or the public. Unless otherwise  
27 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
28

1 disclose any information or item designated "CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
2 only to:

3 (a) the Receiving Party's Counsel in this action, as well as employees of said  
4 Counsel to whom it is reasonably necessary to disclose the information for this litigation;

5 (b) Non-Parties and their counsel to whom disclosure is reasonably necessary  
6 for this litigation, who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
7 A) and to whom the Designating party has consented in writing in advance of any such  
8 disclosure;

9 (c) the court and its personnel;

10 (d) court reporters and their staff (1) to whom disclosure is reasonably  
11 necessary for this litigation, and (2) who have signed the "Acknowledgment and Agreement to Be  
12 Bound" (Exhibit A); and

13 (e) the author or recipient of a document containing the information or a  
14 custodian or other person who otherwise possessed or knew the information.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
16 LITIGATION

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

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

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

26 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
27 the Designating Party whose Protected Material may be affected.  
28

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

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

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

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

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

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

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

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

1 within 14 days of receiving the notice and accompanying information, the Receiving Party may  
2 produce the Non-Party's confidential information responsive to the discovery request. If the Non-  
3 Party timely seeks a protective order, the Receiving Party shall not produce any information in its  
4 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
5 determination by the court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall bear the  
6 burden and expense of 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  
10 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
11 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
12 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
13 made of all the terms of this Order, and (d) request such person or persons to execute the  
14 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A. In the event  
15 the Receiving Party believes that information or items labeled "CONFIDENTIAL –  
16 ATTORNEYS' EYES ONLY" have been viewed or obtained by persons other than Counsel or  
17 their support staff, the Receiving Party must immediately notify the Designating Party of what  
18 documents are at issue and the persons who viewed or obtained the information.

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
20 MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
22 produced material is subject to a claim of privilege or other protection, the obligations of the  
23 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
24 provision is not intended to modify whatever procedure may be established in an e-discovery  
25 order that provides for production without prior privilege review. Pursuant to Federal Rule of  
26

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

1 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a  
2 communication or information covered by the attorney-client privilege or work product  
3 protection, the parties may incorporate their agreement in the stipulated protective order  
4 submitted to the court.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
7 seek its modification by the court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
9 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
10 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
11 Party waives any right to object on any ground to use in evidence of any of the material covered  
12 by this Protective Order.

13 12.3 Filing Protected Material. Without written permission from the Designating Party  
14 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
15 the public record in this action any Protected Material. A Party that seeks to file under seal any  
16 Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected  
17 Material may only be filed under seal pursuant to a court order authorizing the sealing of the  
18 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a  
19 sealing order will issue only upon a request establishing that the Protected Material at issue is  
20 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a  
21 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-  
22 5(d) and General Order 62 is denied by the court, then the Receiving Party may file the  
23 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed  
24 by the court.

25 13. FINAL DISPOSITION

26 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
27 Receiving Party must return all Protected Material to the Producing Party for destruction. As used  
28 in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,

1 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
2 the Protected Material is returned, the Receiving Party must submit a written certification to the  
3 Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
4 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was  
5 returned and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
6 compilations, summaries or any other format reproducing or capturing any of the Protected  
7 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
8 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
9 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
10 consultant and expert work product. Any such archival copies that contain or constitute Protected  
11 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

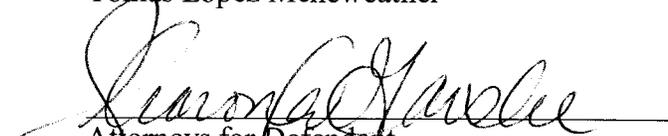
12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13  
14 DATED: March 5, 2012



Attorneys for Plaintiff  
Sheppard Mullin Richter & Hampton LLP  
Tomas Lopez Meneweather

15  
16  
17 DATED: 3/7, 2012



Attorneys for Defendant  
Ferry, Meyer, O'Kelly, Bailey, Miller, Ippolito,  
Powell, Rincon, and Reyes

18  
19  
20  
21  
22 PURSUANT TO STIPULATION, IT IS SO ORDERED.

23  
24 DATED: March 9, 2012



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  
5 in its entirety and understand the Stipulated Protective Order that was issued by the United States  
6 District Court for the Northern District of California on \_\_\_\_ [date] in the case of *Meneweather v.*  
7 *Powell, et al.* (Case No. C 07-4204 SBA (PR)). I agree to comply with and to be bound by all the  
8 terms of this Stipulated Protective Order and I understand and acknowledge that failure to so  
9 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly  
10 promise that I will not disclose in any manner any information or item that is subject to this  
11 Stipulated Protective Order to any person or entity except in strict compliance with the provisions  
12 of this Order.

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

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

20  
21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23 Printed name: \_\_\_\_\_  
24 [printed name]

25 Signature: \_\_\_\_\_  
26 [signature]

27  
28