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16  
 17 IN THE UNITED STATES DISTRICT COURT  
 18 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 19 OAKLAND DIVISION

21 **AARON LAMONT STRIBLING,**  
 22  
 Plaintiff,  
 23  
 v.  
 24  
 25 **BROWN, et al.,**  
 26 Defendants.

4:15-cv-03337 YGR  
**[PROPOSED] STIPULATED  
 PROTECTIVE ORDER**  
 Judge: The Honorable Yvonne  
 Gonzalez Rogers  
 Trial Date: Not yet set  
 Action Filed: July 20, 2015

1        1.        PURPOSES AND LIMITATIONS

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

14            2.        DEFINITIONS

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

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

20            2.3        “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:  
21 information (regardless of how it is generated, stored, or maintained) or tangible things that a  
22 Party has designated in good faith to be confidential and for attorneys’ eyes only. The criteria for  
23 such designation shall be whether the Party has a good-faith belief that the information is entitled  
24 to protection from disclosure to non-attorneys, because such information threatens the safety of  
25 individuals or inmates, or threatens the safety and security of a prison. “Attorneys” shall be  
26 limited to the counsel of record in this case, their support staff, and Expert(s).

27            2.4        Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
28 as their support staff).

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

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

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

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

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

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

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

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

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

1           2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
2 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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4           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
5 Producing Party.

6           3.     SCOPE

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

19           4.     DURATION

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

27           5.     DESIGNATING PROTECTED MATERIAL

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1           5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
2 Non-Party that designates information or items for protection under this Order must take care to  
3 limit any such designation to specific material that qualifies under the appropriate standards. The  
4 Designating Party must designate for protection only those parts of material, documents, items, or  
5 oral or written communications that qualify – so that other portions of the material, documents,  
6 items, or communications for which protection is not warranted are not swept unjustifiably within  
7 the ambit of this Order.

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

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

15           5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
16 (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
17 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
18 designated before the material is disclosed or produced.

19           Designation in conformity with this Order requires:

20           (a) for information in documentary form (e.g., paper or electronic documents, but  
21 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
22 Party affix the legend “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
23 ONLY” to each page that contains protected material. If only a portion or portions of the material  
24 on a page qualifies for protection, the Producing Party also must clearly identify the protected  
25 portion(s) (*e.g.*, by making appropriate markings in the margins).

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

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

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

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
20 designate qualified information or items does not, standing alone, waive the Designating Party’s  
21 right to secure protection under this Order for such material. Upon timely correction of a  
22 designation, the Receiving Party must make reasonable efforts to assure that the material is  
23 treated in accordance with the provisions of this Order.

## 24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
26 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
27 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
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1 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
2 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
3 original designation is disclosed.

4           6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
5 by providing written notice of each designation it is challenging and describing the basis for each  
6 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
7 recite that the challenge to confidentiality is being made in accordance with this specific  
8 paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good  
9 faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of  
10 communication are not sufficient) within 14 days of the date of service of notice. In conferring,  
11 the Challenging Party must explain the basis for its belief that the confidentiality designation was  
12 not proper and must give the Designating Party an opportunity to review the designated material,  
13 to reconsider the circumstances, and, if no change in designation is offered, to explain the basis  
14 for the chosen designation. A Challenging Party may proceed to the next stage of the challenge  
15 process only if it has engaged in this meet and confer process first or establishes that the  
16 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

17           6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
18 intervention, the parties shall follow the Court's Standing Order in Civil Cases regarding  
19 Discovery and Discovery Motions. The parties may file a joint letter brief regarding retaining  
20 confidentiality within 21 days of the initial notice of challenge or within 14 days of the parties  
21 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.  
22 Failure by a Designating Party to file such discovery dispute letter within the applicable 21 or 14  
23 day period (set forth above) with the Court shall automatically waive the confidentiality  
24 designation for each challenged designation. If, after submitting a joint letter brief, the Court  
25 allows that a motion may be filed, any such motion must be accompanied by a competent  
26 declaration affirming that the movant has complied with the meet and confer requirements  
27 imposed in the preceding paragraph. The Court, in its discretion, may elect to transfer the  
28 discovery matter to a Magistrate Judge.

1 In addition, the parties may file a joint letter brief regarding a challenge to a  
2 confidentiality designation at any time if there is good cause for doing so, including a challenge to  
3 the designation of a deposition transcript or any portions thereof. If, after submitting a joint letter  
4 brief, the Court allows that a motion may be filed, any motion brought pursuant to this provision  
5 must be accompanied by a competent declaration affirming that the movant has complied with the  
6 meet and confer requirements imposed by the preceding paragraph. The Court, in its discretion,  
7 may elect to refer the discovery matter to a Magistrate Judge.

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

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by  
25 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
26 information or item designated "CONFIDENTIAL" only to:  
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1 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of  
2 said Outside Counsel of Record and Experts to whom it is reasonably necessary to disclose the  
3 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
4 Bound” that is attached hereto as Exhibit A;

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

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

11 (d) the court and its personnel;

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

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

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

23 In disclosing information or items designated “CONFIDENTIAL” in the manner set forth  
24 above, the Receiving Party must ensure that the Protected Material is not retained or available for  
25 retention by Plaintiff Aaron Lamont Stribling, members of Plaintiff’s family, friends or associates  
26 of Plaintiff, or to any other inmate, parolee, or person previously in the custody of CDCR or any  
27 of their relatives, friends, associates, or the public.

1           7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
2 items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party,  
3 Counsel for the Receiving Party may not disclose any information or item designated  
4 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to Plaintiff Aaron Lamont Stribling,  
5 members of Plaintiff’s family, friends or associates of Plaintiff, or to any other inmate, parolee, or  
6 person previously in the custody of CDCR or any of their relatives, friends, associates, or the  
7 public. Unless otherwise ordered by the Court or permitted in writing by the Designating Party,  
8 only Counsel and Expert(s) for the Receiving Party may have access to and review any  
9 information or item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Staff  
10 employed by Counsel and Expert(s) retained by the Receiving Party will not disclose any item or  
11 information designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or make copies of  
12 any item or information so designated, except as necessary for this litigation. Counsel is  
13 responsible for ensuring that their staff and Expert(s) comply with this Order.

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17           8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
18 OTHER LITIGATION

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

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

24           (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
25 other litigation that some or all of the material covered by the subpoena or order is subject to this  
26 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and  
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1 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
2 Designating Party whose Protected Material may be affected.

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

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

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

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

8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

16 In the event that the Receiving Party believes that documents labeled "CONFIDENTIAL –  
17 ATTORNEYS' EYES ONLY" have been viewed or obtained by persons other than Counsel of  
18 Record and their support staff, the Receiving Party must immediately (a) notify in writing the  
19 Designating Party of the unauthorized disclosures, (b) identify the person or persons to whom  
20 unauthorized disclosures were made, (c) inform the person or persons to whom unauthorized  
21 disclosures were made of all the terms of this Order, and (d) use its best efforts to retrieve all  
22 unauthorized copies of the Protected Material.

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
24 PROTECTED MATERIAL

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

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
9 its modification by the court in the future.

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

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

26 13. FINAL DISPOSITION

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

16           IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

17 Dated: August 3, 2017

NEWDORF LEGAL

*/s/ Rye P. Murphy*

*/s/ Taeva C. Shefler*

DAVID B. NEWDORF  
RYE P. MURPHY  
TAEVA C. SHEFLER  
*Attorneys for Plaintiff*

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Dated: August 3, 2017

XAVIER BECERRA  
Attorney General of California  
MARISA Y. KIRSCHENBAUER  
Supervising Deputy Attorney General

*/s/ Allison M. Low*

ALLISON M. LOW  
Deputy Attorney General  
*Attorneys for Defendants*

As required under Northern District Local Rule 5-1(i)(3), I attest under penalty of perjury that concurrence in the filing of this document has been obtained by all signatories.

Dated: August 3, 2017

*/s/ Allison M. Low*

Allison M. Low, Deputy Attorney General

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: August 7, 2017



HON. YVONNE GONZALEZ ROGERS  
United States District Judge

1 **EXHIBIT A**

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States District Court for  
6 the Northern District of California on \_\_\_\_\_ [date] in the case of *Stribling v. Brown,*  
7 *et al.*, Case No. 4:15-cv-03337-YGR. I agree to comply with and to be bound by all the terms of  
8 this Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
9 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
10 not disclose in any manner any information or item that is subject to this Stipulated Protective  
11 Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

19  
20 Date: \_\_\_\_\_

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

22  
23 Printed name: \_\_\_\_\_

24  
25 Signature: \_\_\_\_\_

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