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8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA  
 10 SAN JOSE DIVISION  
 11

12 **Lamos Wayne Sturgis,**  
 13 **Plaintiff,**  
 14 **v.**  
 15 **Deputy Sheriff Drolette, et al,**  
 16 **Defendants.**

**Case No. CV 10-3680 LHK**  
**STIPULATED PROTECTIVE ORDER**  
**Date: October 9, 2012**  
**Judge: Hon. Lucy H. Koh**

17  
 18 1. PURPOSES AND LIMITATIONS

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

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

3 2. DEFINITIONS

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

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

9 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as  
10 their support staff).

11 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
12 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

14 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or  
15 manner in which it is generated, stored, or maintained (including, among other things, testimony,  
16 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in  
17 this matter.

18 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
19 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in  
20 this action.

21 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:  
22 “Confidential Information or Items” whose disclosure to another Party or nonparty would create a  
23 substantial risk of serious injury that could not be avoided by less restrictive means, including, without  
24 limitation, health related records and information, records and information protected under HIPPA, 45  
25 CFR Part 160 and Part 164, or state law including California Civil Code 56, information within personnel  
26 files or contained in or related to internal affairs investigations.

27 2.8 House Counsel: attorneys who are employees of a party to this action. House Counsel  
28 does not include Outside Counsel of Record or any other outside counsel.

1           2.9    Non-Party: any natural person, partnership, corporation, association, or other legal entity  
2 not named as a Party to this action.

3           2.10   Outside Counsel of Record: attorneys who are not employees of a party to this action but  
4 are retained to represent or advise a party to this action and have appeared in this action on behalf of that  
5 party or are affiliated with a law firm which has appeared on behalf of that party. Outside Counsel of  
6 Record specifically includes attorneys from the Contra Costa County Counsel's Office.

7           2.11   Party: any party to this action, including all of its officers, directors, employees,  
8 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

9           2.12   Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in  
10 this action.

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

14          2.14   Protected Material: any Disclosure or Discovery Material that is designated as  
15 "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

16          2.15   Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing  
17 Party.

### 18    3.    SCOPE

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

3 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

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

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

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

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

28 Designation in conformity with this Order requires:

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

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

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
21 Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding,  
22 all protected testimony and further specify any portions of the testimony that qualify as  
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is  
24 impractical to identify separately each portion of testimony that is entitled to protection, and when it  
25 appears that substantial portions of the testimony may qualify for protection, the Party or non-party that  
26 sponsors, offers, or gives the testimony may invoke on the record (before the deposition or proceeding is  
27 concluded) a right to have up to 20 days to identify the specific portions of the testimony as to which  
28 protection is sought and to specify the level of protection being asserted (“CONFIDENTIAL” or

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

2 Only those portions of the testimony that are appropriately designated for protection  
3 within 20 days shall be covered by the provisions of this Stipulated Protective Order. Transcript pages  
4 containing Protected Material must be separately bound by the court reporter, who must affix to the top of  
5 each such page the legend “CONFIDENTIAL” OR “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY,” as instructed by the Party or nonparty offering or sponsoring the witness or presenting the  
7 testimony.

8 (c) for information produced in some form other than documentary and for any other  
9 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
10 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY  
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or  
12 item warrant protection, the Producing Party, to the extent practicable, shall identify the protected  
13 portion(s), specifying whether they qualify as “Confidential” or as “Highly Confidential – Attorneys’ Eyes  
14 Only.”

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate  
16 qualified information or items does not, standing alone, waive the Designating Party’s right to secure  
17 protection under this Order for such material. Upon timely correction of a designation, the Receiving Party  
18 must make reasonable efforts to assure that the material is treated in accordance with the provisions of this  
19 Order.

## 20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
22 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation  
23 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant  
24 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality  
25 designation by electing not to mount a challenge promptly after the original designation is disclosed.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by  
27 providing written notice of each designation it is challenging and describing the basis for each challenge.  
28 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the

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

11           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,  
12 the Designating Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 (and  
13 in compliance with Civil Local Rule 79-5 and General Order 62, if applicable) within 21 days of the initial  
14 notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not  
15 resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent  
16 declaration affirming that the movant has complied with the meet and confer requirements imposed in the  
17 preceding paragraph. Failure by the Designating Party to make such a motion including the required  
18 declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
19 designation for each challenged designation. In addition, the Challenging Party may file a motion  
20 challenging a confidentiality designation at any time if there is good cause for doing so, including a  
21 challenge to the designation of a deposition transcript or any portions thereof. Any motion brought  
22 pursuant to this provision must be accompanied by a competent declaration affirming that the movant has  
23 complied with the meet and confer requirements imposed by the preceding paragraph.

24           The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
25 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary  
26 expenses and burdens on other parties) may expose the Challenging Party to sanctions. All parties shall  
27 continue to afford the material in question the level of protection to which it is entitled under the  
28 Producing Party's designation until the court rules on the challenge.

1     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending,  
4 or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of  
5 persons and under the conditions described in this Order. When the litigation has been terminated, a  
6 Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

9             7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the  
10 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or  
11 item designated “CONFIDENTIAL” only to:

12                 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees  
13 of said Outside Counsel of Record and Sharon Hymes-Offord and Penny Bailey of the Contra Costa  
14 County Risk Management Division to whom it is reasonably necessary to disclose the information for this  
15 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto  
16 as Exhibit A;

17                 (b) the Receiving Party, provided that the party has signed the “Acknowledgment and  
18 Agreement to Be Bound” (Exhibit A);

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

22                 (d) the court and its personnel;

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

26                 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
27 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
28 otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition



1 testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court  
2 reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

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

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information  
6 or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a  
7 Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL –  
8 ATTORNEYS’ EYES ONLY” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees  
10 of said Counsel and Sharon Hymes-Offord and Penny Bailey of the Contra Costa County Risk  
11 Management Division to whom it is reasonably necessary to disclose the information for this litigation  
12 and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

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

15 (c) the Court and its personnel;

16 (d) court reporters, their staff, and professional vendors to whom disclosure is reasonably  
17 necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order”  
18 (Exhibit A); and,

19 (e) the author of the document or the original source of the information.

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 or  
5 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 from  
7 which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The  
8 Designating Party shall bear the burden and expense of seeking protection in that court of its confidential  
9 material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
10 Party in this action to disobey a lawful directive from another court.

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

13 (a) The terms of this Order are applicable to information produced by a Non-Party in  
14 this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
15 EYES 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 construed as  
17 prohibiting a Non-Party from seeking additional protections.

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

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

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

28 (3) make the information requested available for

1 inspection by the Non-Party.

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

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
18 MATERIAL

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

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

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its  
3 modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no  
5 Party waives any right it otherwise would have to object to disclosing or producing any information or  
6 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right  
7 to object on any ground to use in evidence of any of the material covered by this Protective Order.

8 12.3 Filing Protected Material. Without written permission from the Designating Party or a  
9 court order secured after appropriate notice to all interested persons, a Party may not file in the public  
10 record in this action any Protected Material. A Party that seeks to file under seal any Protected Material  
11 must comply with Civil Local Rule 79-5 and General Order 62. Protected Material may only be filed  
12 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.  
13 Pursuant to Civil Local Rule 79-5 and General Order 62, a sealing order will issue only upon a request  
14 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise  
15 entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal  
16 pursuant to Civil Local Rule 79-5(d) and General Order 62 is denied by the court, then the Receiving Party  
17 may file the information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise  
18 instructed by the court.

19 13. FINAL DISPOSITION

20 Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving  
21 Party must return all Protected Material to the Producing Party or destroy such material. As used in this  
22 subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other  
23 format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned  
24 or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the  
25 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,  
26 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the  
27 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format  
28 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are

1 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
2 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
3 consultant and expert work product, even if such materials contain Protected Material. Any such archival  
4 copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in  
5 Section 4 (DURATION).

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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DATED: October 9, 2012 /s/ David C. Kiernan  
JONES DAY  
David C. Kiernan  
Attorneys for Plaintiff Lamos Sturgis

DATED: October 9, 2012 /s/ D. Cameron Baker  
D. Cameron Baker  
Deputy County Counsel  
Attorneys for Defendants Christopher Drolette, Brian  
Fitzgerald and Shawn Welch

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 10/15/2012   
LUCY H. KOH  
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 understand  
5 the Stipulated Protective Order that was issued by the United States District Court for the Northern District  
6 of California on [date] in the case of Sturgis v. Deputy Sheriff Drollete, et al., case 5:10-cv-03680-LHK. I  
7 agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand  
8 and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of  
9 contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject  
10 to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions  
11 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 Order,  
14 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 number] as my  
17 California agent for service of process in connection with this action or any proceedings related to  
18 enforcement of this Stipulated Protective Order.

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

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

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

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

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**DECLARATION OF LAUREN CHARNESKI IN SUPPORT OF STIPULATED  
PROTECTIVE ORDER**

I, Lauren Charneski, hereby declare under penalty of perjury as follows:

1. I am an attorney admitted to practice in the State of California and before this Court. I am an associate with the law firm of Jones Day, and I am counsel to Plaintiff Lamos Sturgis in this action. I have personal knowledge of the facts stated below, and I am competent to testify in court regarding them if I am called as a witness.

2. The electronic signatories to this STIPULATED PROTECTIVE ORDER, David C. Kiernan and D. Cameron Baker, concur in the filing of this document.

I swear under the penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Dated: October 9, 2012

By:     /s/ Lauren Charneski      
          Lauren Charneski