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14  
 15 UNITED STATES DISTRICT COURT  
 16 NORTHERN DISTRICT OF CALIFORNIA  
 17 SAN JOSE DIVISION  
 18

19 EDDIE A. TILLMAN,  
 20 Plaintiff,  
 21 vs.  
 22 ANTIOCH POLICE DEPARTMENT  
 23 OFFICER BOSTICK #4356,  
 24 Defendant.

Case No. CV12-2807 LHK

**STIPULATED PROTECTIVE ORDER**  
**(MODIFIED BY THE COURT)**

Trial Judge: Hon. Lucy H. Koh

25  
 26 Plaintiff Eddie A. Tillman (“Plaintiff”) and Defendant Antioch Police Department Officer  
 27 Bostick (“Defendant”), through their respective attorneys of record, stipulate to the following  
 28 Protective Order:

1           1.       PURPOSES AND LIMITATIONS

2           Disclosure and discovery activity in this litigation are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation would be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
7 protections on all disclosures or responses to discovery and that the protection it affords extends  
8 only to the limited information or items that are entitled under the applicable legal principles to  
9 treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, that  
10 this Stipulated Protective Order creates no entitlement to file confidential information under seal;  
11 Civil Local Rule 79-5 ~~and General Order 62 set~~ <sup>sets</sup> forth the procedures that must be followed and  
12 reflects the standards that will be applied when a party seeks permission from the Court to file  
13 material 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       Counsel of Record: attorneys who are ~~retained~~ <sup>retained</sup> to represent or advise a  
18 Party and have appeared in this litigation on behalf of that Party or are affiliated with a law firm  
19 which has appeared on behalf of that Party.

20           2.3       “Confidential” Information or Items: information (regardless of how  
21 generated, stored or maintained) or tangible things that qualify for protection under standards  
22 developed under Federal Rule of Civil Procedure 26(c), <sup>which may include:</sup> medical and psychological records,  
23 reports, evaluations, and related billing pertaining to Plaintiff or Plaintiff’s physical, mental, or  
24 emotional condition or abilities; information considered to be “protected health information”  
25 under the Health Insurance Portability and Accountability Act of 1996 or “medical information”  
26 under California’s Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56-56.37; and  
27 other similar confidential records designated as such, including the existence of such records  
28 and/or information.

1                   2.4    Designating Party: a Party or non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as “Confidential” or “Highly  
3 Confidential – Attorneys’ Eyes Only.”

4                   2.5    Disclosure or Discovery Material: all items or information, regardless of  
5 the medium or manner generated, stored or maintained (including, among other things, testimony,  
6 transcripts, or tangible things) that are produced or generated in disclosures or responses to  
7 discovery in this litigation.

8                   2.6    Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
10 witness or as a consultant in this litigation and who is not a past or a current employee of a Party  
11 or of a competitor of a Party’s and who, at the time of retention, is not anticipated to become an  
12 employee of a Party or a competitor of a Party.

13                   2.7    “Highly Confidential – Attorneys’ Eyes Only” Information or Items:  
14 extremely sensitive “Confidential Information or Items” whose disclosure to another Party or  
15 non-Party would create a substantial risk of serious injury that could not be avoided by less  
16 restrictive means.

17                   2.8    Party: any party to this litigation, including all of its officers, directors,  
18 employees, consultants, retained experts, and Counsel of Record (and their support staff).

19                   2.9    Producing Party: a Party or non-Party that produces Disclosure or  
20 Discovery Material in this litigation.

21                   2.10   Protected Material: any Disclosure or Discovery Material that is  
22 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

23                   2.11   Professional Vendors: persons or entities that provide litigation support  
24 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;  
25 organizing, storing, retrieving data in any form or medium; etc.) and their employees and  
26 subcontractors.

27                   2.12   Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1           3.     SCOPE

2           The protections conferred by this Stipulation and Order cover not only Protected Material  
3 (as defined above), but also any information copied or extracted therefrom, as well as all copies,  
4 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by  
5 parties or counsel to or in court or in other settings that might reveal Protected Material. See p. 4.1.

6           4.     DURATION

7           Even after the termination of this litigation, the confidentiality obligations imposed by this  
8 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
9 otherwise directs. For a period of 6 months after the termination of this litigation, this Court will  
retain jurisdiction to enforce the terms of this order.

10          5.     DESIGNATING PROTECTED MATERIAL

11           5.1    Exercise of Restraint and Care in Designating Material for Protection.

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

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

22           If it comes to a Party’s or a non-Party’s attention that information or items that it  
23 designated for protection do not qualify for protection at all, or do not qualify for the level of  
24 protection initially asserted, that Party or non-Party must promptly notify all other parties that it is  
25 withdrawing the mistaken designation.

26           5.2    Manner and Timing of Designations. Except as otherwise provided in this

27 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,  
28 material that qualifies for protection under this Order must be clearly so designated before the



1 material is disclosed or produced.

2 Designation in conformity with this Order requires:

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

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

25 (b) for testimony given in deposition or in other pretrial or trial  
26 proceedings, that the Party or non-Party offering or sponsoring the testimony identify on the  
27 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,  
28 and further specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY.” When it is impractical to identify separately each portion of  
2 testimony that is entitled to protection, and when it appears that substantial portions of the  
3 testimony may qualify for protection, the Party or non-Party that sponsors, offers, or gives the  
4 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to  
5 have up to twenty (20) days to identify the specific portions of the testimony as to which  
6 protection is sought and to specify the level of protection being asserted (“CONFIDENTIAL” or  
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those portions of the  
8 testimony that are appropriately designated for protection within the 20 days shall be covered by  
9 the provisions of this Stipulated Protective Order.

10 Transcript pages containing Protected Material must be separately bound  
11 by the court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL”  
12 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or  
13 non-Party offering or sponsoring the witness or presenting the testimony.

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

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
22 failure to designate qualified information or items as “CONFIDENTIAL” or “HIGHLY  
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” does not, standing alone, waive the  
24 Designating Party’s right to secure protection under this Order for such material. If material is  
25 appropriately designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
26 ATTORNEYS’ EYES ONLY” after the material was initially produced, the Receiving Party, on  
27 timely notification of the designation, must make reasonable efforts to assure that the material is  
28 treated in accordance with this Order.

1           6.       CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

7                   6.2       Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process by providing written notice of each designation it is challenging and describing  
9 the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the  
10 written notice must recite that the challenge to confidentiality is being made in accordance with  
11 this specific paragraph of the Protective Order. The parties shall attempt to resolve each  
12 challenge in good faith and must begin the process by conferring directly (in voice-to-voice  
13 dialogue; other forms of communication are not sufficient) within 14 days of the date of service  
14 of notice. In conferring, the Challenging Party must explain the basis for its belief that the  
15 confidentiality designation was not proper and must give the Designating Party an opportunity to  
16 review the designated material, to reconsider the circumstances, and, if no change in designation  
17 is offered, to explain the basis for the chosen designation. Further meet-and-confer discussions  
18 shall be held in accordance with the "Standing Order Re: Civil Discovery Disputes" of Judge  
19 Howard Lloyd for so long as this litigation is assigned to Judge Lloyd for discovery purposes.

20                   6.3       Judicial Intervention. If the parties cannot resolve a challenge without  
21 court intervention, they shall seek judicial resolution in accordance with the "Standing Order Re:  
22 Civil Discovery Disputes" of Judge Howard Lloyd for so long as this litigation is assigned to  
23 Judge Lloyd for discovery purposes. Failure by the Designating Party to seek resolution within  
24 the time required by the "Standing Order Re: Civil Discovery Disputes" shall automatically waive  
25 the confidentiality designation for each challenged designation.

26                   The burden of persuasion in any such challenge proceeding shall be on the  
27 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass  
28 or impose unnecessary expenses and burdens on other Parties) may expose the Challenging Party



1 to sanctions. Until the Court rules on a challenge, all parties shall continue to afford the material  
2 in question the level of protection to which it is entitled under the Producing Party's designation,  
3 unless the Designating Party has waived the designation by failing to seek relief, as described above.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a non-Party in connection with this case only for  
7 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
8 disclosed only to the categories of persons and under the conditions described in this Order.  
9 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
10 section 12, below (FINAL DISPOSITION).

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

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
15 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may  
16 disclose any information or item designated CONFIDENTIAL only to:

17 (a) the Receiving Party's Counsel of Record in this litigation, as well  
18 as employees of said Counsel to whom it is reasonably necessary to disclose the information for  
19 this litigation and who have signed the "Acknowledgement and Agreement to Be Bound" that is  
20 attached hereto as Exhibit A;

21 (b) the officers, directors, and employees of the Receiving Party to  
22 whom disclosure is reasonably necessary for this litigation and who have signed the  
23 "Acknowledgement and Agreement to Be Bound" (Exhibit A);

24 (c) the insurer, as well as the employees of said insurer, of the  
25 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
26 signed the "Acknowledgement and Agreement to be Bound" (Exhibit A);

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

1 (e) the Court and its personnel;  
2 (f) court reporters, their staffs, and professional vendors to whom  
3 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment  
4 and Agreement to Be Bound” (Exhibit A);

5 (g) during their depositions, witnesses in this litigation to whom  
6 disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to  
7 Be Bound” (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that  
8 reveal Protected Material must be separately bound by the court reporter and may not be  
9 disclosed to anyone except as permitted under this Stipulated Protective Order.

10 (h) the author of the document or recipient of a document containing  
11 the information or a custodian or other person who otherwise possessed or knew the information.

12 7.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
13 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by  
14 the Designating Party, a Receiving Party may disclose any information or item designated  
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

16 (a) the Receiving Party’s Counsel of Record in this litigation, as well  
17 as employees of said Counsel to whom it is reasonably necessary to disclose the information for  
18 this litigation and who have signed the “Acknowledgement and Agreement to Be Bound”  
19 (Exhibit A);

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

23 (c) the Court and its personnel;

24 (d) court reporters, their staffs, and professional vendors to whom  
25 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgement  
26 and Agreement to Be Bound” (Exhibit A);

27 (e) during their depositions, witnesses in this litigation to whom  
28 disclosure is reasonably necessary and who have signed the “Acknowledgement and Agreement

1 to be Bound” (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions  
2 that reveal Protected Material must be separately bound by the court reporter and may not be  
3 disclosed to anyone except as permitted under this Stipulated Protective Order. In the event the  
4 parties cannot agree upon whether disclosure is “reasonably necessary” said parties shall meet  
5 and confer on the matter and if there is no resolution may seek relief from the Court: pursuant to the  
6 **Court's Standing Order re Civil Discovery Disputes.**

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

9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
10 **OTHER LITIGATION**

11 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
12 would compel disclosure of any information or items designated in this litigation as  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the  
14 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately  
15 and in no event more than three court days after receiving the subpoena or order. Such  
16 notification must include a copy of the subpoena or court order.

17 The Receiving Party also must immediately inform in writing the party who caused the  
18 subpoena or order to issue in the other litigation that some or all of the material covered by the  
19 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must  
20 deliver a copy of this Stipulated Protective Order promptly to the party in the other litigation that  
21 caused the subpoena or order to issue.

22 The purpose of imposing these duties is to alert the interested parties to the existence of  
23 this Protective Order and to afford the Designating Party in this case an opportunity to try to  
24 protect its confidentiality interests in the court from which the subpoena or order issued. The  
25 Designating Party shall bear the burdens and the expenses of seeking protection in that court of its  
26 confidential material – and nothing in these provisions should be construed as authorizing or  
27 encouraging a Receiving Party in this litigation to disobey a lawful directive from another court.

28 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

1 Material to any person or in any circumstance not authorized under this Stipulated Protective  
2 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
3 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
4 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
5 made of all the terms of this Order, and (d) request such person or persons to execute the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

7 10. FILING PROTECTED MATERIAL

8 Without written permission from the Designating Party or a court order secured after  
9 appropriate notice to all interested persons, a Party may not file in the public record in this  
10 litigation 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.

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
13 PROTECTED MATERIAL

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

23 12. FINAL DISPOSITION

24 Unless otherwise ordered or agreed in writing by the Producing Party, each Receiving  
25 Party must return all Protected Material to the Producing Party within sixty (60) days after the  
26 final termination of this litigation, defined as the later of (1) dismissal of all claims and defenses  
27 in this litigation, with or without prejudice or (2) final judgment after the completion and  
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time

1 limits for filing any motions or applications for extension of time pursuant to applicable law. As  
2 used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
3 summaries or any other form of reproducing or capturing any of the Protected Material. With  
4 permission in writing from the Designating Party, the Receiving Party may destroy some or all of  
5 the Protected Material instead of returning it. Whether the Protected Material is returned or  
6 destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if  
7 not the same person or entity, to the Designating Party) by the sixty-day deadline that identifies  
8 (by category, where appropriate) all the Protected Material that was returned or destroyed and that  
9 affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries  
10 or other forms of reproducing or capturing any of the Protected Material. Notwithstanding this  
11 provision, Counsel of Record are entitled to retain an archival copy of all pleadings, motion  
12 papers, transcripts, legal memoranda, correspondence or attorney work product, even if such  
13 materials contain Protected Material. Any such archival copies that contain or constitute  
14 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION),  
15 above.

16 13. MISCELLANEOUS

17 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

19 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
21 producing any information or item on any ground not addressed in this Stipulated Protective  
22 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of  
23 the material covered by this Protective Order.

24 14. See p. 12.1.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

1 14. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
2 LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
4 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
5 connection with this litigation is protected by the remedies and relief provided by this Order.  
6 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional  
7 protections.

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

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

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

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

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

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Dated: July 12, 2013

COVINGTON & BURLING

By: /s/ Jay Rapaport  
Haywood S. Gilliam, Jr.  
Jay Rapaport  
Attorneys for Plaintiff

Dated: July 12, 2013

MCNAMARA, NEY, BEATTY, SLATTERY,  
BORGES & AMBACHER LLP

By: /s/ Noah G. Blechman  
James V. Fitzgerald, III  
Noah G. Blechman  
Petra Bruggisser  
Attorneys for Defendant  
Antioch Police Department Officer Bostick

**PURSUANT TO STIPULATION, IT IS SO ORDERED, AS MODIFIED.**

DATED: 10/29/13

  
~~Hon. Lucy H. Koh~~ **Howard R. Lloyd**  
United States ~~District Judge~~ **Magistrate Judge**

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name]  
of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understood the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on \_\_\_\_\_ [date] in the case of *Tillman v. Antioch Police Department Officer Bostick*, Case No. CV12-2807 LHK. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

Date: \_\_\_\_\_

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

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_