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Attorneys for Defendants,  
CITY OF SAN JOSE, MICHAEL SULLIVAN and KIMBERLY HUDSON

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

THOMAS CORREA,  
  
Plaintiff,  
  
v.  
  
CITY OF SAN JOSE; the SAN JOSE  
POLICE DEPARTMENT ("SJPD");  
MICHAEL SULLIVAN, individually and in  
his official capacity as Lieutenant, SJPD,  
and KIMBERLY HUDSON, individually  
and in her official capacity as Sergeant,  
SJPD,  
  
Defendants.

Case Number: CV 12-5436 HRL  
**STIPULATED PROTECTIVE ORDER**

*(RE: DOCKET No. 23)*  
*MODIFIED BY THE COURT*

The parties hereby stipulate to the following Protective Order for use in this litigation  
and respectfully request that the Court adopt it and enter an Order thereon.

**FILED**

JUL 26 2013

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

1            1.     PURPOSES AND LIMITATIONS

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

14            2.     DEFINITIONS

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

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

20            2.3     "Highly Confidential - Attorneys' Eyes Only" Information or  
21 Items: Extremely sensitive "Confidential Information or Items" whose disclosure to another  
22 Party or nonparty would create a substantial risk of serious injury that could not be avoided  
23 by less restrictive means."

24            2.4     Counsel (without qualifier): Outside Counsel of Record and House  
25 Counsel (as well as their support staff).

26            2.5     Designating Party: a Party or Non-Party that designates information  
27 or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."  
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1           2.6 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including, among  
3 other things, testimony, transcripts, and tangible things), that are produced or generated in  
4 disclosures or responses to discovery in this matter.

5           2.7 Expert: a person with specialized knowledge or experience in a  
6 matter pertinent to the litigation who has been retained by a Party or its counsel to serve  
7 as an expert witness or as a consultant in this action.

8           2.8 House Counsel: attorneys who are employees of a party to this  
9 action. House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11           2.9 Non-Party: any natural person, partnership, corporation, association,  
12 or other legal entity not named as a Party to this action.

13           2.10 Outside Counsel of Record: attorneys who are not employees of a  
14 party to this action but are retained to represent or advise a party to this action and have  
15 appeared in this action on behalf of that party or are affiliated with a law firm which has  
16 appeared on behalf of that party.

17           2.11 Party: any party to this action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

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

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

26           2.14 Protected Material: any Disclosure or Discovery Material that is  
27 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
28 ONLY."

1           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3           3.     SCOPE

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

17           4.     DURATION

18           Even after final disposition of this litigation, the confidentiality obligations imposed  
19 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or  
20 a court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
21 dismissal of all claims and defenses in this action, with or without prejudice; and (2) final  
22 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,  
23 trials, or reviews of this action, including the time limits for filing any motions or applications  
24 for extension of time pursuant to applicable law. **FOR A PERIOD OF SIX MONTHS AFTER**  
25 **FINAL DISPOSITION OF THIS LITIGATION, THE COURT WILL RETAIN JURISDICTION TO ENFORCE**  
26 **THE TERMS OF THIS ORDER.**

27           5.     DESIGNATING PROTECTED MATERIAL

28           5.1    Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this  
Order must take care to limit any such designation to specific material that qualifies under

1 the appropriate standards. The Designating Party must designate for protection only those  
2 parts of material, documents, items, or oral or written communications that qualify – so that  
3 other portions of the material, documents, items, or communications for which protection is  
4 not warranted are not swept unjustifiably within the ambit of this Order.

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

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

13 5.2 Manner and Timing of Designations. Except as otherwise provided in  
14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
15 or ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
16 must be clearly so designated before the material is disclosed or produced.

17 Designation in conformity with this Order requires:

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

25 A Party or Non-Party that makes original documents or materials available  
26 for inspection need not designate them for protection until after the inspecting Party has  
27 indicated which material it would like copied and produced. During the inspection and  
28 before the designation, all of the material made available for inspection shall be deemed

1 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the  
2 inspecting Party has identified the documents it wants copied and produced, the Producing  
3 Party must determine which documents, or portions thereof, qualify for protection under  
4 this Order. Then, before producing the specified documents, the Producing Party must  
5 affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
6 legend to each page that contains Protected Material. If only a portion or portions of the  
7 material on a page qualifies for protection, the Producing Party also must clearly identify  
8 the protected portion(s) (e.g., by making appropriate markings in the margins).

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

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

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

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
26 Party's confidentiality designation is necessary to avoid foreseeable, substantial  
27 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
28

1 litigation, a Party does not waive its right to challenge a confidentiality designation by  
2 electing not to mount a challenge promptly after the original designation is disclosed.

3           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
4 resolution process by providing written notice of each designation it is challenging and  
5 describing the basis for each challenge. To avoid ambiguity as to whether a challenge has  
6 been made, the written notice must recite that the challenge to confidentiality is being  
7 made in accordance with this specific paragraph of the Protective Order. The parties shall  
8 attempt to resolve each challenge in good faith and must begin the process by conferring  
9 directly (in voice to voice dialogue; other forms of communication are not sufficient) within  
10 14 days of the date of service of notice. In conferring, the Challenging Party must explain  
11 the basis for its belief that the confidentiality designation was not proper and must give the  
12 Designating Party an opportunity to review the designated material, to reconsider the  
13 circumstances, and, if no change in designation is offered, to explain the basis for the  
14 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  
17 manner.

18           6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
19 court intervention, ~~the Designating Party shall file and serve a motion to retain~~  
20 ~~confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if~~  
21 ~~applicable) within 21 days of the initial notice of challenge or within 14 days of the parties~~  
22 ~~agreeing that the meet and confer process will not resolve their dispute, whichever is~~  
23 ~~earlier. Each such motion must be accompanied by a competent declaration affirming that~~  
24 ~~the movant has complied with the meet and confer requirements imposed in the preceding~~  
25 ~~paragraph. Failure by the Designating Party to make such a motion including the required~~  
26 ~~declaration within 21 days (or 14 days, if applicable) shall automatically waive the~~  
27 ~~confidentiality designation for each challenged designation. In addition, the Challenging~~  
28 ~~Party may file a motion challenging a confidentiality designation at any time if there is good~~

1 cause for doing so, including a challenge to the designation of a deposition transcript or  
2 any portions thereof. ~~Any motion~~ <sup>IN ANY DDJR</sup> brought pursuant to this provision ~~must be accompanied~~ <sup>THE PARTIES</sup>  
3 ~~by a competent declaration affirming that the movant has complied with~~ <sup>MUST ATTEST THAT</sup> the meet and  
4 confer requirements imposed by the preceding paragraph, <sup>HAVE BEEN SATISFIED.</sup>

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

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that  
15 is disclosed or produced by another Party or by a Non-Party in connection with this case  
16 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
17 Material may be disclosed only to the categories of persons and under the conditions  
18 described in this Order. When the litigation has been terminated, a Receiving Party must  
19 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

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

27 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
28 employees of said Outside Counsel of Record to whom it is reasonably necessary to



1 disclose the information for this litigation and who have signed the "Acknowledgment and  
2 Agreement to Be Bound" that is attached hereto as Exhibit A;

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

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

9 (d) the court and its personnel;

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

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

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

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
23 OTHER LITIGATION

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

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

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

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

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

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

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

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

1           1. promptly notify in writing the Requesting Party and the Non-Party that  
2 some or all of the information requested is subject to a confidentiality agreement with a  
3 Non-Party;

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

7           3. make the information requested available for inspection by the Non-Party.

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

15 Protected Material. **ALL DISCLOSURE AND DISCOVERY DISPUTES ARE SUBJECT TO THE**  
16 **UNDERSIGNED'S STANDING ORDER RE CIVIL DISCOVERY DISPUTES.**

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

25           11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
26 PROTECTED MATERIAL

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

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

10           12.    MISCELLANOUS

11                   12.1   Right to Further Relief. Nothing in this Order abridges the right of any  
12 person to seek its modification by the court in the future.

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

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

3 13. FINAL DISPOSITION

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: July 25, 2013

Respectfully submitted,

By: /s/Thomas K. Bourke  
THOMAS K. BOURKE  
Attorney at Law

Attorney for Plaintiff,  
THOMAS CORREA

Dated: July 25, 2013

RICHARD DOYLE, City Attorney

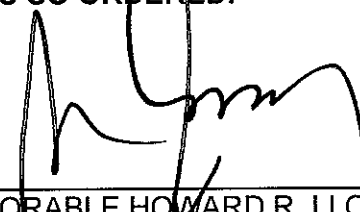
By: /s/Nkia D. Richardson  
NKIA D. RICHARDSON  
Deputy City Attorney

Attorney for Defendants,  
CITY OF SAN JOSE, MICHAEL SULLIVAN  
AND KIMBERLY HUDSON

AS MODIFIED BY THE COURT,  
PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: \_\_\_\_\_

7/26/13



\_\_\_\_\_  
HONORABLE HOWARD R. LLOYD  
United States 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 understand 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 \_\_\_\_\_

**[insert formal name of the case and the number and initials assigned to it by the  
court].** I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could expose  
me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the provisions of  
this Order.

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

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

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

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

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

Signature: \_\_\_\_\_  
[signature]