

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Anthony Eidem v. Vang, et al.

Eidem v. Vang · No. 1:23-cv-01198 JLT BAM · Decided April 23, 2025

SUMMARY

This document is a stipulated protective order in Anthony Eidem v. C. Vang, a federal civil action in the Eastern District of California. It governs the designation, handling, disclosure, challenge, filing, and final disposition of confidential and attorneys’-eyes-only discovery material, particularly information concerning California Department of Corrections and Rehabilitation operations and investigations. The court adopted the stipulated order for good cause under Document 48.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Barbara A. McAuliffe
DECIDED	April 23, 2025
DOCKET	1:23-cv-01198 JLT BAM
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of a protective order governing confidential and attorneys'-eyes-only discovery material, and the magistrate judge adopted the stipulated order after finding good cause.
STANDARD OF REVIEW	The court found good cause to adopt the stipulated protective order. For future sealing requests, the order states that good cause applies to documents attached to nondispositive motions and compelling reasons apply to documents attached to dispositive motions.
PRECEDENTIAL VALUE	nonprecedential case-specific discovery order
PARTIES	Anthony Eidem v. Vang, et al.

TOPICS

- discovery dispute
- civil procedure
- prisoners rights
- civil rights
- sanctions

PRACTICE AREAS

- civil procedure
- prisoner civil rights
- discovery and protective orders

QUESTIONS PRESENTED

1. Whether good cause supported adoption of the parties' stipulated protective order governing confidential and attorneys'-eyes-only discovery material.
2. What standards and procedures govern any later request to file material subject to the protective order under seal.

HOLDINGS

1. The court adopted the parties' stipulated protective order upon finding good cause.
2. A protective order does not itself authorize filing documents under seal; a party must comply with Eastern District of California Local Rule 141 and make the showing required for the type of motion to which the documents are attached.

KEY QUOTATIONS

“Having considered the parties’ stipulated protective order, and finding good cause, the Court adopts the stipulated protective order (Doc. 48).” (at 15-17)

“The party making a request to file documents under seal shall be required to show good cause for documents attached to a non-dispositive motion or compelling reasons for documents attached to a dispositive motion.” (at 15-17)

FACTUAL BACKGROUND

The action is likely to involve confidential information concerning the California Department of Corrections and Rehabilitation, including confidential informants, internal-affairs investigations, use-of-force investigations, grievance investigations, inmate-misconduct investigations, and prison security procedures. The plaintiff is incarcerated in CDCR custody, creating stated safety and security concerns regarding disclosure of certain information. The parties sought a protective order to facilitate discovery while limiting disclosure and use of protected material.

PROCEDURAL HISTORY

This prisoner civil-rights action was pending in the Eastern District of California. The parties submitted a stipulated protective order on April 22, 2025. On April 23, 2025, the court adopted the order and provided additional instructions concerning motions to seal and informal discovery-dispute procedures.

DISPOSITION

other

CASES CITED

- *Kamakana v. City & County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
- *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2010)

OPINION

1 ROB BONTA, State Bar No. 202668 D. Shawn Burkley, Esq. Attorney General of California
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for Defendants 7 C. Vang 8 IN THE UNITED STATES DISTRICT COURT 9 FOR THE
EASTERN DISTRICT OF CALIFORNIA 10 FRESNO DIVISION 11 12 ANTHONY EIDEM,
1:23-cv-01198 JLT BAM 13 Plaintiff, STIPULATED PROTECTIVE ORDER 14 v. Judge: The
Hon. Barbara A. 15 McAuliffe 16 VANG, et al., 17 Defendants.

18 19 I. GENERAL 20 1.1 Purposes and Limitations. Discovery in this action is likely to involve
production 21 of confidential, proprietary, or private information for which special protection from
public 22 disclosure and from use for any purpose other than prosecuting this litigation may be
warranted. 23 Accordingly, the parties hereby stipulate to and petition the Court to enter the
following Stipulated 24 Protective Order.

The parties acknowledge that this Order does not confer blanket protections on 25 all disclosures
or responses to discovery and that the protection it affords from public disclosure 26 and use
extends only to the limited information or items that are entitled to confidential treatment 27 under
the applicable legal principles.

The parties further acknowledge, as set forth in Section 12.3, 28 below, that this Stipulated
Protective Order does not entitle them to file confidential information 1 under seal; Civil Local
Rule 141 sets forth the procedures that must be followed and the standards 2 that will be applied
when a party seeks permission from the court to file material under seal.

3 1.2 Good Cause Statement. This action is likely to involve materials which concerns or 4 relates
to the processes, operations or work of the California Department of Corrections and 5
Rehabilitation and its employees and agents (collectively “CDCR”), the disclosure of which may 6
have the effect of causing harm or endangering the safety of CDCR staff, inmates, or third
persons.

7 Disclosure will also undermine the ability of CDCR to conduct investigations. Additionally, 8
Plaintiff is currently in CDCR custody and providing him access to certain sensitive information 9
creates safety and security concerns. Such confidential materials and information consist of,
among 10 other things, information about confidential informants, prison procedures for
investigating use-of- 11 force incidents, prison procedure for investigating inmate grievances,
prison procedures for 12 investigating inmates accused of misconduct, and other information that
is only available to staff 13 on a need-to-know basis, not provided to inmates, and which may be

privileged or otherwise 14 protected from disclosure under state or federal statutes, court rules, case decisions, or common 15 law.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes 16 over confidentiality of discovery materials, to adequately protect information the parties are entitled 17 to keep confidential, to ensure that the parties are permitted reasonably necessary uses of such 18 material in preparation for and in the conduct of trial, to address their handling at the end of the 19 litigation, and serve the ends of justice, a protective order for such information is justified in this 20 matter.

It is the intent of the parties that information will not be designated as Confidential or 21 Attorneys' Eyes Only for tactical reasons and that nothing be so designated without a good faith 22 belief that it has been maintained in a confidential, non-public manner, and there is good cause why 23 it should not be part of the public record of this case. 24 II.

DEFINITIONS 25 2.1 Action: this pending federal lawsuit. 26 2.2 Challenging Party: a Party or Non-Party that challenges the designation of 27 information or items under this Order. 28 1 2.3 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items: 2 extremely sensitive information (regardless of how it is generated, stored or maintained) or tangible 3 things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified 4 above in the Good Cause Statement, and that disclosure of which to another Party or Non-Party 5 would create a substantial risk of serious harm that could not be avoided by less-restrictive means.

6 Additionally, the information concerns CDCR's internal affairs, investigatory tactics, and third 7 parties which is not provided to inmates for safety and security reasons. 8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support 9 staff). 10 2.5 Designating Party: a Party or Non-Party that designates information or items that it 11 produces in disclosures or in responses to discovery as "CONFIDENTIAL– ATTORNEYS' EYES 12 ONLY." 13 2.6 Disclosure or Discovery Material: all items or information, regardless of the 14 medium or manner in which it is generated, stored, or maintained (including, among other things, 15 testimony, transcripts, and tangible things), that are produced or generated in disclosures or 16 responses to discovery in this matter.

17 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to 18 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a 19 consultant in this Action. 20 2.8 House Counsel: attorneys who are employees of a party to this Action. House 21 Counsel does not include Outside Counsel of Record or any other outside counsel.

22 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal 23 entity not named as a Party to this action. 24 2.10 Outside Counsel of Record: attorneys who are not

employees of a party to this 25 Action but are retained to represent or advise a party to this Action and have appeared in this Action 26 on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, 27 including support staff.

28 2.11 Party: any party to this Action, including all of its officers, directors, employees, 1 consultants, retained experts, and Outside Counsel of Record (and their support staffs). 2 2.12

Producing Party: a Party or Non-Party that produces Disclosure or Discovery 3 Material in this Action. 4 2.13 Professional Vendors: persons or entities that provide litigation support services 5 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, 6 storing, or retrieving data in any form or medium) and their employees and subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is designated as 8 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” 9 2.15 Receiving Party: a Party that receives

Disclosure or Discovery Material from a 10 Producing Party. 11 III. SCOPE 12 The protections conferred by this Stipulation and Order cover not only Protected Material 13 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) 14 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, 15 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

16 Furthermore, the protections conferred by this Stipulation and Order shall not be construed 17 as requiring any Party to produce materials that are otherwise protected by an applicable privilege, 18 such as the attorney-client privilege, work-product doctrine, or the official-information privilege. 19 Any use of Protected Material at trial shall be governed by the orders of the trial judge.

This 20 Order does not govern the use of Protected Material at trial. 21 IV. DURATION 22 Once a case proceeds to trial, all of the court-filed information to be introduced that was 23 previously designated as confidential or maintained pursuant to this protective order becomes 24 public and will be presumptively available to all members of the public, including the press, 25 unless compelling reasons supported by specific factual findings to proceed otherwise are made to 26 the trial judge in advance of the trial.

See *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 27 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents 28 produced in discovery from “compelling reasons” standard when merits-related documents are 1 part of court record).

Accordingly, the terms of this protective order do not extend beyond the 2 commencement of the trial. 3 V. DESIGNATING PROTECTED MATERIAL 4 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party 5 or Non-Party that designates information or items for protection under this Order must take care to 6 limit any such designation to specific material that qualifies under the appropriate standards.

The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized designations are prohibited.

Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Designation in conformity with this Order requires: (a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix, at a minimum, the legend "CONFIDENTIAL– ATTORNEYS' EYES ONLY" (hereinafter "CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend), to each page that contains protected material.

If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced.

During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order.

Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify the 15 Disclosure or Discovery Material on the record, before the close of the deposition. When it is 16 impractical to identify separately each portion of testimony that is entitled to protection and it 17 appears that substantial portions of the testimony may qualify for protection, the Designating 18 Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded) 19 a right to have up to 21 days to identify the specific portions of the testimony as to which 20 protection is sought and to specify the level of protection being asserted.

Only those portions of 21 the testimony that are appropriately designated for protection within the 21 days shall be covered 22 by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may 23 specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the 24 entire transcript shall be treated as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” 25 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or 26 other proceeding to include Protected Material so that the other parties can ensure that only 27 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound” 28 (Exhibit A) are present at those proceedings.

The use of a document as an exhibit at a deposition 1 shall not in any way affect its designation as “CONFIDENTIAL – ATTORNEYS’ EYES 2 ONLY.” 3 Transcripts containing Protected Material shall have an obvious legend on the title page that 4 the transcript contains Protected Material, and the title page shall be followed by a list of all pages 5 (including line numbers as appropriate) that have been designated as Protected Material and the 6 level of protection being asserted by the Designating Party.

The Designating Party shall inform 7 the court reporter of these requirements. Any transcript that is prepared before the expiration of a 8 21-day period for designation shall be treated during that period as if it had been designated 9 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed.

After 10 the expiration of that period, the transcript shall be treated only as actually designated. 11 (c) for information produced in some form other than documentary and for any 12 other tangible items, that the Producing Party affix in a prominent place on the exterior of the 13 container or containers in which the information is stored the legend “CONFIDENTIAL – 14 ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrants protection, 15 the Producing Party, to the extent practicable, shall identify the protected portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to 17 designate qualified information or items does not, standing alone, waive the Designating Party’s 18 right to secure protection under this Order for such material. Upon timely correction of a 19 designation, the Receiving Party must make reasonable efforts to assure that the material is treated 20 in accordance with the provisions of this Order.

21 VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS 22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of 23 confidentiality at any time that is consistent with the Court's Scheduling Order. 24 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute resolution process 25 under Local Rule 251, et seq. Any discovery motion must strictly comply with the procedures set 26 forth in Local Rules 251 and 230. 27 6.3 Burden.

The burden of persuasion in any such challenge proceeding shall be on the 28 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass 1 or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party 2 to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality 3 designation, all parties shall continue to afford the material in question the level of protection to 4 which it is entitled under the Producing Party's designation until the Court rules on the challenge.

5 VII. ACCESS TO AND USE OF PROTECTED MATERIAL 6 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or 7 produced by another Party or by a Non-Party in connection with this Action only for prosecuting, 8 defending, or attempting to settle this Action. Such Protected Material may be disclosed only to 9 the categories of persons and under the conditions described in this Order.

When the Action has 10 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL 11 DISPOSITION). 12 Protected Material must be stored and maintained by a Receiving Party at a location and in 13 a secure manner that ensures that access is limited to the persons authorized under this Order. 14 7.2 Disclosure of "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or 15 Items.

Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a 16 Receiving Party may disclose any information or item designated "CONFIDENTIAL – 17 ATTORNEYS' EYES ONLY" only to the recipients listed below under (a)-(g).

The Receiving 18 Party as an individual (including, but not limited to, an incarcerated individual) is not permitted to 19 view information or items designated "CONFIDENTIAL – ATTORNEYS' EYES ONLY." 20 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as 21 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the 22 information for this Action; 23 (b) the officers, directors, and employees (including House Counsel) of the 24 Receiving Party to whom disclosure is reasonably necessary for this Action; 25 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is 26 reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement 27 to Be Bound" (Exhibit A); 28 (d) the Court and its personnel; 1 (e) court reporters and their staff; 2 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to 3 whom disclosure

is reasonably necessary for this Action and who have signed the 4 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 5 (g) the author or recipient of a document containing the information or a custodian 6 or other person who otherwise possessed or knew the information; 7 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to 8 whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness 9 sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any 10 confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” 11 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.

Pages of 12 transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be 13 separately bound by the court reporter and may not be disclosed to anyone except as permitted 14 under this Stipulated Protective Order; and 15 (i) any mediator or settlement officer, and their supporting personnel, mutually 16 agreed upon by any of the parties engaged in settlement discussions.

17 VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION 18 19 If a Party is served with a subpoena or a court order issued in other litigation that compels 20 disclosure of any information or items designated in this Action as “CONFIDENTIAL– 21 ATTORNEYS’ EYES ONLY,” that Party must: 22 (a) promptly notify in writing the Designating Party.

Such notification shall include a copy 23 of the subpoena or court order; 24 (b) promptly notify in writing the party who caused the subpoena or order to issue in the 25 other litigation that some or all of the material covered by the subpoena or order is subject to this 26 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and 27 (c) cooperate with respect to all reasonable procedures sought to be pursued by the 28 Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with the subpoena 2 or court order shall not produce any information designated in this action as “CONFIDENTIAL– 3 ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or 4 order issued, unless the Party has obtained the Designating Party’s permission.

The Designating 5 Party shall bear the burden and expense of seeking protection in that court of its confidential 6 material and nothing in these provisions should be construed as authorizing or encouraging a 7 Receiving Party in this Action to disobey a lawful directive from another court. 8 IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION 9 10 (a) The terms of this Order are applicable to information produced by a Non-Party in this 11 Action and designated as “CONFIDENTIAL– ATTORNEYS’ EYES ONLY.” Such information 12 produced by Non-Parties in connection with this litigation is protected by the remedies and relief 13 provided by this Order.

Nothing in these provisions should be construed as prohibiting a Non- 14 Party from seeking additional protections. 15 (b) In the event that a Party is required, by a valid discovery request, to produce a Non- 16 Party's confidential information in its possession, and the Party is subject to an agreement with the 17 Non-Party not to produce the Non-Party's confidential information, then the Party shall: 18 (1) promptly notify in writing the Requesting Party and the Non-Party that some or 19 all of the information requested is subject to a confidentiality agreement with a Non-Party; 20 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order 21 in this Action, the relevant discovery request(s), and a reasonably specific description of the 22 information requested; and 23 (3) make the information requested available for inspection by the Non-Party, if 24 requested.

25 (c) If the Non-Party fails to seek a protective order from this Court within 14 days of 26 receiving the notice and accompanying information, the Receiving Party may produce the Non- 27 Party's confidential information responsive to the discovery request. If the Non-Party timely seeks 28 a protective order, the Receiving Party shall not produce any information in its possession or control 1 that is subject to the confidentiality agreement with the Non-Party before a determination by the 2 Court.

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of 3 seeking protection in this Court of its Protected Material. 4 X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected 6 Material to any person or in any circumstance not authorized under this Stipulated Protective Order, 7 the Receiving Party must immediately (a) notify in writing the Designating Party of the 8 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected 9 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the 10 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and 11 Agreement to Be Bound" that is attached hereto as Exhibit A. 12 XI.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL 13 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 (e), insofar as the parties reach an agreement on the effect of disclosure of a 20 communication or information covered by the attorney-client privilege or work product 21 protection, the parties may incorporate their agreement in the

stipulated protective order 22 submitted to the Court. 23 XII. MISCELLANEOUS 24 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any person to 25 seek its modification by the Court in the future. 26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective 27 Order, no Party waives any right it otherwise would have to object to disclosing or producing any 28 information or item on any ground not addressed in this Stipulated Protective Order.

Similarly, no 1 Party waives any right to object on any ground to use in evidence of any of the material covered by 2 this Protective Order. 3 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected 4 Material must comply with Civil Local Rule 141. Protected Material may only be filed under seal 5 pursuant to a court order authorizing the sealing of the specific Protected Material at issue; good 6 cause must be shown in the request to file under seal.

If a Party's request to file Protected Material 7 under seal is denied by the Court, then the Receiving Party may file the information in the public 8 record unless otherwise instructed by the Court. 9 XIII. FINAL DISPOSITION 10 After the final disposition of this Action, within 60 days of a written request by the 11 Designating Party, each Receiving Party must return all Protected Material to the Producing Party 12 or destroy such material.

As used in this subdivision, "all Protected Material" includes all copies, 13 abstracts, compilations, summaries, and any other format reproducing or capturing any of the 14 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party 15 must submit a written certification to the Producing Party (and, if not the same person or entity, to 16 the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) 17 all the Protected Material that was returned or destroyed, and (2) affirms that the Receiving Party 18 has not retained any copies, abstracts, compilations, summaries or any other format reproducing or 19 capturing any of the Protected Material.

Notwithstanding this provision, counsel are entitled to 20 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, 21 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work 22 product, and consultant and expert work product, even if such materials contain Protected Material.

23 Any such archival copies that contain or constitute Protected Material remain subject to this 24 Protective Order as set forth in Section 4 (DURATION). 25 XIV. VIOLATION OF ORDER 26 Any violation of this Order may be punished by any and all appropriate measures including, 27 without limitation, contempt proceedings and/or monetary sanctions. 28 1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 3 DATED: 4/22/2025 /s/D. Shawn Burkley (as authorized on 4/22/25) D. Shawn Burkley 4 Attorney for Plaintiff Anthony Eidem 5 6 DATED: 4/22/2025 /s/S. Gray Gilmor S. Gray Gilmor 7

Attorney for Defendant C. Veng 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1
EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 I,
_____ [full name], of _____ [full address], 4 declare
under penalty of perjury that I have read in its entirety and understand the Stipulated 5 Protective
Order that was issued by the United States District Court for the Eastern District of 6 California on
_____ [date] in the case of _____ [insert case name and number].

7 I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I
8 understand and acknowledge that failure to so comply could expose me to sanctions and 9
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner 10
any information or item that is subject to this Stipulated Protective Order to any person or entity
11 except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the 13 Eastern
District of California for the purpose of enforcing the terms of this Stipulated Protective 14 Order,
even if such enforcement proceedings occur after termination of this action. I hereby 15 appoint
_____ [full name] of _____ 16
_____ [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 23 Printed name:
_____ 24 25 Signature: _____

26 27 SA2024303279 85068629.docx 28 1 ORDER 2 Having considered the parties' stipulated
protective order, and finding good cause, the 3 Court adopts the stipulated protective order (Doc.

48). 4 The parties are advised that pursuant to the Local Rules of the United States District 5
Court, Eastern District of California, any documents subject to the protective order to be filed 6
under seal must be accompanied by a written request which complies with Local Rule 141 prior 7
to sealing.

The party making a request to file documents under seal shall be required to show 8 good cause
for documents attached to a non-dispositive motion or compelling reasons for 9 documents
attached to a dispositive motion. *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 10 677-78 (9th
Cir. 2009). Within five (5) days of any approved document filed under seal, the party 11 shall file a
redacted copy of the sealed document.

The redactions shall be narrowly tailored to 12 protect only the information that is confidential or
was deemed confidential. 13 Additionally, the parties shall consider resolving any dispute arising
under the stipulated 14 protective order according to the Court's informal discovery dispute

procedure. 15 IT IS SO ORDERED. 16 Dated: April 23, 2025 /s/ Barbara A. McAuliffe _ 17
UNITED STATES MAGISTRATE JUDGE 18 19 20 21 22 23 24 25 26 27 28