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6  
7 **UNITED STATES DISTRICT COURT**  
8 **NORTHERN DISTRICT OF CALIFORNIA**  
9 **SAN JOSE DIVISION**

10 WINSTON R. ANDERSON, CHRISTOPHER M.  
SULYMA, and all others similarly situated,

11 Plaintiffs,

12 v.

13 INTEL CORPORATION INVESTMENT POLICY  
14 COMMITTEE, INTEL RETIREMENT PLANS  
15 ADMINISTRATIVE COMMITTEE, FINANCE  
16 COMMITTEE OF THE INTEL CORPORATION  
17 BOARD OF DIRECTORS, CHRISTOPHER C.  
18 GECZY, RAVI JACOB, DAVID S. POTTRUCK,  
19 ARVIND SODHANI, RICHARD TAYLOR,  
20 TERRA CASTALDI, RONALD D. DICKEL,  
21 TIFFANY DOON SILVA, TAMI GRAHAM,  
22 CARY KLAFTER, STUART ODELL,  
23 CHARLENE BARSHEFSKY, SUSAN L.  
24 DECKER, JOHN J. DONAHOE, REED E.  
25 HUNDT, JAMES D. PLUMMER, FRANK D.  
26 YEARY, STACY SMITH, ROBERT H. SWAN,  
27 TODD UNDERWOOD, AND GEORGE S. DAVIS

28 Defendants,

and

INTEL 401(K) SAVINGS PLAN AND INTEL  
RETIREMENT CONTRIBUTION PLAN,

Nominal Defendants.

Case No: 5:19-cv-04618-LHK  
(Consolidated with No. 15-cv-04977-NC  
& No. 16-cv-00522)

~~[JOINT PROPOSED]~~ **PROTECTIVE  
ORDER AS MODIFIED BY THE  
COURT**

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 disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.

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

13       2.       DEFINITIONS

14           2.1       Challenging Party: a Party or Non-Party that challenges the designation of  
15 information or items under this Order.

16           2.2       “CONFIDENTIAL” Information or Items: information (regardless of how it is  
17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
18 Civil Procedure 26(c).

19           2.3       Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
20 as their support staff).

21           2.4       Designated House Counsel: House Counsel who seek access to “HIGHLY  
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

23           2.5       Designating Party: a Party or Non-Party that designates information or items that it  
24 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

26           2.6       Disclosure or Discovery Material: all items or information, regardless of the  
27 medium or manner in which it is generated, stored, or maintained (including, among other things,  
28

1 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
2 responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to  
4 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as  
5 a consultant in this action, (2) is not a past or current employee of a Party or of a Party's  
6 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or  
7 of a Party's competitor.

8 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or  
9 Items: extremely sensitive "Confidential Information or Items," disclosure of which to another  
10 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less  
11 restrictive means.

12 2.9 House Counsel: attorneys who are employees of a party to this action. House  
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal  
15 entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this  
17 action but are retained to represent or advise a party to this action and have appeared in this action  
18 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

19 2.12 Party: any party to this action, including all of its officers, directors, employees,  
20 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

21 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
22 Material in this action.

23 2.14 Professional Vendors: persons or entities that provide litigation support services  
24 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
25 storing, or retrieving data in any form or medium) and their employees and subcontractors.

26 2.15 Protected Material: any Disclosure or Discovery Material that is designated as

1 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
3 Producing Party.

4 3. SCOPE

5 The protections conferred by this Stipulation and Order cover not only Protected Material  
6 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
7 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
8 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
9 However, the protections conferred by this Stipulation and Order do not cover the following  
10 information: (a) any information that is in the public domain at the time of disclosure to a  
11 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a  
12 result of publication not involving a violation of this Order, including becoming part of the public  
13 record through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
14 disclosure 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 use  
16 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 by this  
19 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
20 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims  
21 and defenses in this action, with or without prejudice; (2) final judgment herein after the  
22 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
23 including the time limits for filing any motions or applications for extension of time pursuant to  
24 applicable law; or (3) the distribution of all monies by settlement or judgment to all participants or  
25 members of the Class entitled to receive a distribution.



1 ONLY” to each page that contains protected material.

2 A Party or Non-Party that makes original documents or materials available for inspection  
3 need not designate them for protection until after the inspecting Party has indicated which material  
4 it would like copied and produced. During the inspection and before the designation, all of the  
5 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
6 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants  
7 copied and produced, the Producing Party must determine which documents, or portions thereof,  
8 qualify for protection under this Order. Then, before producing the specified documents, the  
9 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material.

11 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
12 Designating Party identify on the record, before the close of the deposition, hearing, or other  
13 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
14 impractical to identify separately each portion of testimony that is entitled to protection and it  
15 appears that substantial portions of the testimony may qualify for protection, the Designating Party  
16 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right  
17 to have up to 21 days to identify the specific portions of the testimony as to which protection is  
18 sought and to specify the level of protection being asserted. Only those portions of the testimony  
19 that are appropriately designated for protection within the 21 days shall be covered by the  
20 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at  
21 the deposition or up to 21 days afterwards if that period is properly invoked, that the entire  
22 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
23 ATTORNEYS’ EYES ONLY.”

24 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or  
25 other proceeding to include Protected Material so that the other parties can ensure that only  
26 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”

1 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
2 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
3 – ATTORNEYS’ EYES ONLY.”

4 Transcripts containing Protected Material shall have an obvious legend on the title page that  
5 the transcript contains Protected Material, and the title page shall be followed by a list of all pages  
6 (including line numbers as appropriate) that have been designated as Protected Material and the  
7 level of protection being asserted by the Designating Party. The Designating Party shall inform the  
8 court reporter of these requirements. Any transcript that is prepared before the expiration of a 21-  
9 day period for designation shall be treated during that period as if it had been designated “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After  
11 the expiration of that period, the transcript shall be treated only as actually designated.

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

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
19 designate qualified information or items does not, standing alone, waive the Designating Party’s  
20 right to secure protection under this Order for such material. Upon timely correction of a  
21 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
22 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 designation of  
25 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
26 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic



1 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
 2 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
 3 original designation is disclosed.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
 5 by providing written notice of each designation it is challenging and describing the basis for each  
 6 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
 7 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
 8 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
 9 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
 10 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
 11 Party must explain the basis for its belief that the confidentiality designation was not proper and  
 12 must give the 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 chosen  
 14 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
 15 has engaged in this meet and confer process first or establishes that the Designating Party is  
 16 unwilling to participate in the meet and confer process in a timely manner.

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
 18 intervention, the ~~Designating Party shall file and serve a motion to retain confidentiality under~~  
 19 ~~Civil Local Rule 7~~ (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of  
 20 the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer  
 21 process will not resolve their dispute, whichever is earlier. Each such ~~motion must be~~  
 22 ~~accompanied by a competent declaration affirming that the movant has~~ ~~complied with the meet and~~  
 23 ~~confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make~~  
 24 such a ~~motion including the required declaration~~ ~~within 21 days (or 14 days, if applicable) shall~~  
 25 automatically waive the confidentiality designation for each challenged designation. In addition,  
 26 the Challenging Party may ~~file a motion~~ ~~challenging a confidentiality designation at any time if~~

1 there is good cause for doing so, including a challenge to the designation of a deposition transcript  
2 or any portions thereof. Any ~~motion brought~~ <sup>submission</sup> pursuant to this provision must be ~~accompanied by a~~ <sup>affirm that the</sup>  
3 ~~competent declaration affirming that the movant has~~ <sup>parties have</sup> complied with the meet and confer  
4 requirements imposed by the preceding paragraph.

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

12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
22 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
23 information or item designated "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
25 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
26 information for this litigation;

1 (b) the officers, directors, and employees (including House Counsel) of the  
2 Receiving Party to whom disclosure is reasonably necessary for this litigation;

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

6 (d) the court and its personnel;

7 (e) court reporters and their staff, professional jury or trial consultants, and  
8 Professional Vendors to whom disclosure is reasonably necessary for this litigation;

9 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
10 necessary, unless otherwise agreed by the Designating Party or ordered by the court. In such cases,  
11 such witnesses who have not previously executed the “Acknowledgment and Agreement to Be  
12 Bound” (Exhibit A) shall be presented with that acknowledgment for execution at the outset of the  
13 deposition. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
14 Protected Material must be separately bound by the court reporter and may not be disclosed to  
15 anyone except as permitted under this Stipulated Protective Order.

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

18 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
19 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
20 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

22 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
24 information for this litigation;

25 (b) Designated House Counsel of the Receiving Party (1) who has no involvement  
26 in competitive decision-making and (2) to whom disclosure is reasonably necessary for this

1 litigation;

2 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary  
3 for this litigation and (2) who have signed the “Acknowledgment and Agreement to Be Bound”  
4 (Exhibit A);

5 (d) the court and its personnel;

6 (e) court reporters and their staff, professional jury or trial consultants, and  
7 Professional Vendors to whom disclosure is reasonably necessary for this litigation;

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

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

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

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

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

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

23 If the Designating Party timely seeks a protective order, the Party served with the  
24 subpoena or court order shall not produce any information designated in this action as  
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a  
26 determination by the court from which the subpoena or order issued, unless the Party has obtained  
27 the Designating Party’s permission. The Designating Party shall bear the burden and expense of

1 seeking protection in that court of its confidential material – and nothing in these provisions should  
2 be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful  
3 directive from another court.

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

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

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

- 14 1. promptly notify in writing the Requesting Party and the Non-Party that some  
15 or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- 16 2. promptly provide the Non-Party with a copy of the Stipulated Protective  
17 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of  
18 the information requested; and
- 19 3. make the information requested available for inspection by the Non-Party.

20 (c) If the Non-Party fails to object or seek a protective order from this court  
21 within 60 days of receiving the notice and accompanying information, the Receiving Party may  
22 produce the Non-Party’s confidential information responsive to the discovery request. If the Non-  
23 Party timely seeks a protective order, the Receiving Party shall not produce any information in its  
24 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
25 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the  
26 burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

8  
9  
10 If information is produced in discovery that is subject to a claim of privilege or of  
11 protection as trial preparation material, the party making the claim may notify any party that  
12 received the information of the claim and the basis for it. After being notified, a party must  
13 promptly return or destroy the specified information and any copies it has and may not sequester,  
14 use or disclose the information until the claim is resolved. This includes a restriction against  
15 presenting the information to the court for determination of the claim. This provision is not  
16 intended to modify whatever procedure may be established in an e-discovery order that provides  
17 for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
18 (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or  
19 information covered by the attorney-client privilege or work product protection, the parties may  
20 incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

21  
22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
23 seek its modification by the court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
25 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
26 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. Without written permission from the Designating Party  
4 or a court order secured after appropriate notice to all interested persons, a Party may not file in the  
5 public record in this action any Protected Material. A Party that seeks to file under seal any  
6 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
7 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
8 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing  
9 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled  
10 to protection under the law. If a Receiving Party's request to file Protected Material under seal  
11 pursuant to Civil Local Rule 79-5(e) is denied by the court, then the Receiving Party may file the  
12 Protected Material in the public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise  
13 instructed by the court.

14 13. FINAL DISPOSITION

15           Within 60 days after the final disposition of this action, as defined in paragraph 4,  
16 each Receiving Party must return all Protected Material to the Producing Party or destroy such  
17 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
18 compilations, summaries, and any other format reproducing or capturing any of the Protected  
19 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
20 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
21 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all  
22 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
23 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
24 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
25 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
26 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work

1 product, and consultant and expert work product, even if such materials contain Protected Material.  
2 Any such archival copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 4 (DURATION).

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 DATED: August 25, 2021

BLOCK & LEVITON LLP

6 By: /s/ R. Joseph Barton

7 R. Joseph Barton

8 *Counsel for Plaintiffs*

9  
10 DATED: August 25, 2021

WILLIAMS AND CONNOLLY LLP

11 By: /s/ David S. Kurtzer-Ellenbogen

12 David S. Kurtzer-Ellenbogen

13 *Counsel for Defendants*

14  
15 I attest that my firm has obtained the concurrence of David S. Kurtzer-Ellenbogen in the  
16 filing of this document.

17 DATED: August 25, 2021

R. Joseph Barton

18 By: /s/ R. Joseph Barton

19  
20 IT IS SO ORDERED.

21  
22 DATED: August 26, 2021



23 Honorable Susan van Keulen  
24 United States Magistrate Judge



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

WINSTON R. ANDERSON, CHRISTOPHER  
M. SULYMA, and all others similarly situated,

Case No: 5:19-cv-04618-LHK  
(Consolidated with No. 15-cv-04977-NC  
& No. 16-cv-00522)

Plaintiffs,

v.

INTEL CORPORATION INVESTMENT  
POLICY COMMITTEE, INTEL RETIREMENT  
PLANS ADMINISTRATIVE COMMITTEE,  
FINANCE COMMITTEE OF THE INTEL  
CORPORATION BOARD OF DIRECTORS,  
CHRISTOPHER C. GECZY, RAVI JACOB,  
DAVID S. POTTRUCK, ARVIND SODHANI,  
RICHARD TAYLOR, TERRA CASTALDI,  
RONALD D. DICKEL, TIFFANY DOON  
SILVA, TAMI GRAHAM, CARY KLAFTER,  
STUART ODELL, CHARLENE  
BARSHEFSKY, SUSAN L. DECKER, JOHN J.  
DONAHOE, REED E. HUNDT, JAMES D.  
PLUMMER, FRANK D. YEARY, STACY  
SMITH, ROBERT H. SWAN, TODD  
UNDERWOOD, AND GEORGE S. DAVIS

Defendants,

and

INTEL 401(K) SAVINGS PLAN AND INTEL  
RETIREMENT CONTRIBUTION PLAN,

Nominal Defendants.

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

1 United States District Court for the Northern District of California on [date] in the above captioned  
2 case. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order  
3 and I understand and acknowledge that failure to so comply could expose me to sanctions and  
4 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
5 any information or item that is subject to this Stipulated Protective Order to any person or entity  
6 except in strict compliance with the provisions of this Order.

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

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

14  
15 Date: \_\_\_\_\_

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

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

19 Signature: \_\_\_\_\_  
20 [signature]

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