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Marc McCulloch, individually and on behalf of  
 others similarly situated, and on behalf of the  
 general public,

Plaintiff,

v.

Baker Hughes Inteq Drilling Fluids, Inc., Baker  
 Hughes Incorporated, and DOES 1-50,  
 inclusive,

Defendants.

CASE NO.: 1:16-CV-00157-DAD-JLT

**STIPULATED PROTECTIVE ORDER**

Complaint Filed: February 3, 2016

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1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Rule 141 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

The parties submit that good cause exists for the issuance of this Order for the following reasons:

(i) Discovery obtained in the above-captioned action may involve disclosure of nonpublic, confidential, proprietary, commercially-sensitive and/or trade secret information. Disclosure of this information to persons who are not entitled to it carries the danger of compromising the competitive business interests of Defendants, and also risks invasion of legitimate personal privacy interests of Plaintiff, putative class members, and non-parties;

(ii) Defendants anticipate that they may need to produce material that contains proprietary information concerning their business practices and procedures for the operation of their facilities that may be of value to a competitor or may cause harm to their legitimate business interests in the marketplace;

(iii) Defendants further anticipate that they may need to produce non-public information concerning Plaintiff, putative class members, or non-parties that is personal in nature and/or protected by the right of privacy;

(iv) The issuance of this Order will allow for efficiency in the discovery process and provide

1 a mechanism by which discovery of relevant confidential information may be obtained in a manner  
2 that protects against risk of disclosure of such information to persons not entitled to such  
3 information; and

4 (v) The issuance of this Order will protect the parties' interests by providing the parties  
5 recourse in this Court in the event that a party or non-party improperly handles nonpublic,  
6 confidential, proprietary, commercially-sensitive and/or trade secret information that the parties have  
7 had to exchange in the course of discovery propounded and depositions taken in this action.

8  
9 **2. DEFINITIONS**

10 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
11 information or items under this Order.

12 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is  
13 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
14 Civil Procedure 26(c).

15 2.3 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as  
16 well as their support staff).

17 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
18 produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY  
19 CONFIDENTIAL – ATTORNEYS' EYES ONLY."

20 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium  
21 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
22 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
23 discovery in this matter.

24 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
25 litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a  
26 consultant in this action, (2) is not a past or current employee of a Party or of a Party's competitor,  
27 and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party's  
28 competitor.

1           2.7    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:  
2 extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or  
3 Non-Party would create a substantial risk of serious harm that could not be avoided by less  
4 restrictive means.

5           2.8    In-House Counsel: attorneys who are employees of a party to this action. In-House  
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7           2.9    Non-Party: any natural person, partnership, corporation, association, or other legal  
8 entity not named as a Party to this action.

9           2.11   Outside Counsel of Record: attorneys who are not employees of a party to this action  
10 but are retained to represent or advise a party to this action and have appeared in this action on  
11 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

12           2.12   Party: any party to this action, including all of its officers, directors, employees,  
13 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

14           2.13   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
15 Material in this action.

16           2.14   Professional Vendors: persons or entities that provide litigation support services (e.g.,  
17 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
18 storing, or retrieving data in any form or medium) and their employees and subcontractors.

19           2.15   Protected Material: any Disclosure or Discovery Material that is designated as  
20 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

21           2.16   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
22 Producing Party.

23    3.    SCOPE

24           The protections conferred by this Stipulation and Order cover not only Protected Material (as  
25 defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
26 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
27 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
28

1 However, the protections conferred by this Stipulation and Order do not cover the following  
2 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
3 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
4 publication not involving a violation of this Order, including becoming part of the public record  
5 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
6 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
7 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
8 Protected Material at trial shall be governed by a separate agreement or order.

9 4. DURATION

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

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
18 Non-Party that designates information or items for protection under this Order must take care to  
19 limit any such designation to specific material that qualifies under the appropriate standards. To the  
20 extent it is practical to do so, the Designating Party must designate for protection only those parts of  
21 material, documents, items, or oral or written communications that qualify – so that other portions of  
22 the material, documents, items, or communications for which protection is not warranted are not  
23 swept unjustifiably within the ambit of this Order.

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

28 If it comes to a Designating Party's attention that information or items that it designated for

1 protection do not qualify for protection at all or do not qualify for the level of protection initially  
2 asserted, that Designating Party must promptly notify all other parties that it is withdrawing the  
3 mistaken designation.

4           5.2     Manner and Timing of Designations. Except as otherwise provided in this Order, or  
5 as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
6 under this Order must be clearly so designated before the material is disclosed or produced.

7           Designation in conformity with this Order requires:

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

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

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1 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
2 Designating Party identify on the record, before the close of the deposition, hearing, or other  
3 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
4 impractical to identify separately each portion of testimony that is entitled to protection and it  
5 appears that substantial portions of the testimony may qualify for protection, the Designating Party  
6 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right  
7 to have up to 21 days to identify the specific portions of the testimony as to which protection is  
8 sought and to specify the level of protection being asserted. Only those portions of the testimony  
9 that are appropriately designated for protection within the 21 days shall be covered by the provisions  
10 of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition  
11 or up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be  
12 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If  
13 the Designating Party invokes such options, any transcript that is prepared before the expiration of a  
14 21-day period for designation shall be treated during that period as if it had been designated  
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise  
16 agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

17  
18 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or  
19 other proceeding to include Protected Material so that the other parties can ensure that only  
20 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
21 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
22 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
23 ATTORNEYS’ EYES ONLY.”

24 Transcripts containing Protected Material shall have an obvious legend on the title page that  
25 the transcript contains Protected Material, and the title page shall be followed by a list of all pages  
26 (including line numbers as appropriate) that have been designated as Protected Material and the level  
27 of protection being asserted by the Designating Party. The Designating Party shall inform the court  
28 reporter of these requirements.



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

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
10 designate qualified information or items does not, standing alone, waive the Designating Party’s  
11 right to secure protection under this Order for such material. Upon timely correction of a  
12 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in  
13 accordance with the provisions of this Order.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
16 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
17 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
18 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
19 confidentiality designation by electing not to mount a challenge promptly after the original  
20 designation is disclosed.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
22 by providing written notice of each designation it is challenging and describing the basis for each  
23 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
24 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
25 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
26 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
27 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
28 Party must explain the basis for its belief that the confidentiality designation was not proper and

1 must give the Designating Party an opportunity to review the designated material, to reconsider the  
2 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
3 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
4 has engaged in this meet and confer process first or establishes that the Designating Party is  
5 unwilling to participate in the meet and confer process in a timely manner.

6           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
7 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Local  
8 Rule 230 (and in compliance with Local Rules 140 and 141, if applicable) within 21 days of the  
9 initial notice of challenge or within 14 days of the parties agreeing that the meet-and-confer process  
10 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a  
11 competent declaration affirming that the movant has complied with the meet-and-confer  
12 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a  
13 motion including the required declaration within 21 days (or 14 days, if applicable) shall  
14 automatically waive the confidentiality designation for each challenged designation. In addition, the  
15 Challenging Party may file a motion challenging a confidentiality designation at any time if there is  
16 good cause for doing so, including a challenge to the designation of a deposition transcript or any  
17 portions thereof. Any motion brought pursuant to this provision must be accompanied by a  
18 competent declaration affirming that the movant has complied with the meet-and-confer  
19 requirements imposed by the preceding paragraph.

20           The burden of persuasion in any such challenge proceeding shall be on the Designating  
21 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose  
22 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.  
23 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to  
24 retain confidentiality as described above, all parties shall continue to afford the material in question  
25 the level of protection to which it is entitled under the Designating Party's designation until the court  
26 rules on the challenge.  
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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
15 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
16 Bound” that is attached hereto as Exhibit A;

17 (b) the officers, directors, and employees (including In-House Counsel) of the  
18 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed  
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

23 (d) the court and its personnel;

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

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

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

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

12 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
13 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
14 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
15 Bound” that is attached hereto as Exhibit A;

16 (b) Designated In-House Counsel of the Receiving Party (1) who has no involvement  
17 in competitive decision-making, (2) to whom disclosure is reasonably necessary for this litigation,  
18 and (3) who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for  
20 this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
21 and (3) as to whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed;

22 (d) the court and its personnel;

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

26 (f) the author or recipient of a document containing the information or a custodian or  
27 other person who otherwise possessed or knew the information.  
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3 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL –  
4 ATTORNEYS’ EYES ONLY”

5 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the  
6 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any  
7 information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
8 ONLY” pursuant to paragraph 7.3(c) first must make a written request to the Designating Party that  
9 (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
10 ONLY” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets  
11 forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a  
12 copy of the Expert’s current résumé, (4) identifies the Expert’s current employer(s), (5) identifies  
13 each person or entity from whom the Expert has received compensation or funding for work in his or  
14 her areas of expertise or to whom the expert has provided professional services, including in  
15 connection with a litigation, at any time during the preceding five years, and (6) identifies (by name  
16 and number of the case, filing date, and location of court) any litigation in connection with which the  
17 Expert has offered expert testimony, including through a declaration, report, or testimony at a  
18 deposition or trial, during the preceding five years.

19 (b) A Party that makes a request and provides the information specified in the  
20 preceding respective paragraph may disclose the subject Protected Material to the identified Expert  
21 unless, within 14 days of delivering the request, the Party receives a written objection from the  
22 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

23 (c) A Party that receives a timely written objection must meet and confer with the  
24 Designating Party (through direct voice-to-voice dialogue) to try to resolve the matter by agreement  
25 within seven days of the written objection. If no agreement is reached, the Party seeking to make the  
26 disclosure to the Expert may file a motion as provided in Local Rule 230 (and in compliance with  
27 Local Rules 140 and 141, if applicable) seeking permission from the court to do so. Any such  
28 motion must describe the circumstances with specificity, set forth in detail the reasons why the

1 disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would  
2 entail, and suggest any additional means that could be used to reduce that risk. In addition, any such  
3 motion must be accompanied by a competent declaration describing the parties' efforts to resolve the  
4 matter by agreement (i.e., the extent and the content of the meet and confer discussions) and setting  
5 forth the reasons advanced by the Designating Party for its refusal to approve the disclosure.

6 In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of  
7 proving that the risk of harm that the disclosure would entail (under the safeguards proposed)  
8 outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

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

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

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

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

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

21 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
22 or court order shall not produce any information designated in this action as "CONFIDENTIAL" or  
23 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by the court  
24 from which the subpoena or order issued, unless the Party has obtained the Designating Party's  
25 permission. The Designating Party shall bear the burden and expense of seeking protection in that  
26 court of its confidential material – and nothing in these provisions should be construed as  
27 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from  
28

1 another court.

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

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

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

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

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

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
7 MATERIAL

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

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
18 its modification by the court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
20 no Party waives any right it otherwise would have to object to disclosing or producing any  
21 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
22 Party waives any right to object on any ground to use in evidence of any of the material covered by  
23 this Protective Order.

24 12.3 Filing Protected Material. Without written permission from the Designating Party or a  
25 court order secured after appropriate notice to all interested persons, a Party may not file in the  
26 public record in this action any Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Local Rules 140 and 141. Protected Material may only be  
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1 filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
2 issue. Pursuant to Local Rule 141, a sealing order will issue only upon a request establishing that the  
3 Protected Material at issue is entitled to protection under the law. If a Receiving Party's request to  
4 file Protected Material under seal pursuant to Local Rule 141 is denied by the court, then the  
5 Receiving Party may file the Protected Material in the public record pursuant to Local Rule 141  
6 unless otherwise instructed by the court.

7 13. FINAL DISPOSITION

8 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
9 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
10 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
11 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
12 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
13 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
14 by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material  
15 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
16 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected  
17 Material. Upon the return of any such information to the Producing Party, the Producing Party  
18 agrees to retain an archival copy of all originals and all copies of such information, through its  
19 counsel of record in this action, for a period of at least four (4) years following Final Disposition of  
20 this litigation. To obtain a copy of any such information during this time period, a request must be  
21 made in writing with an explanation for the request to counsel of record for the Producing Party in  
22 this action. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
23 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
24 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant  
25 and expert work product, even if such materials contain Protected Material. Any such archival  
26 copies that contain or constitute Protected Material remain subject to this Protective Order as set  
27 forth in Section 4 (DURATION).  
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Hunton & Williams LLP  
575 Market Street, Suite 3700  
San Francisco, California 94105

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**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

DATED: November 4, 2016

HUNTON & WILLIAMS LLP

By: s/ M. Brett Burns  
M. Brett Burns  
Attorneys for Defendants  
Baker Hughes Inteq Drilling Fluids, Inc.  
and Baker Hughes Incorporated


DATED: November 4, 2016

NICHOLS KASTER, LLP

By: s/ Daniel S. Brome  
Daniel S. Brome  
Attorneys for Plaintiff and the putative  
classes

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

DATED: 11/7/16

  
United States District Court  
Magistrate Judge Jennifer L. Thurston

Hunton & Williams LLP  
575 Market Street, Suite 3700  
San Francisco, California 94105

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**EXHIBIT A**

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_, 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 Eastern District of California in the case of *McCulloch. v. Baker Hughes Inteq Drilling Fluids, Inc, et al.*, Case No. 1:16-CV-00157-DAD-JLT. 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 Eastern 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.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

Hunton & Williams LLP  
575 Market Street, Suite 3700  
San Francisco, California 94105