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 7 AUTOMATED GAMING TECHNOLOGIES, INC.,  
 and Defendants JOHN R. PRATHER, and ROBERT  
 8 MAGNANTI

9 UNITED STATES DISTRICT COURT  
 10 EASTERN DISTRICT OF CALIFORNIA

11 KEITH R. CLAYTON,

12 Plaintiff,

13 v.

14 AUTOMATED GAMING  
 15 TECHNOLOGIES, INC., a Nevada  
 corporation, JOHN R. PRATHER, and  
 16 ROBERT MAGNANTI

17 Defendants.

Case No. 2:13-cv-00907-JAM-EFB

**STIPULATION FOR PROTECTIVE  
 ORDER AND [~~PROPOSED~~] PROTECTIVE  
 ORDER**

18 AND RELATED COUNTERCLAIM.  
 19

20 1. PURPOSES AND LIMITATIONS

21 1.1 Disclosure and discovery activity in this action are likely to involve production of  
 22 confidential, proprietary, or private information for which special protection from public  
 23 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
 24 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
 25 Protective Order (“Order”).

26 1.2 The parties acknowledge that this Order does not confer blanket protections on all  
 27 disclosures or responses to discovery and that the protection it affords from public disclosure and  
 28 use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles.

2 2. DEFINITIONS

3 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
4 information or items under this Order.

5 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how  
6 generated, stored or maintained) or tangible things that qualify for protection under Rule 26(c) of  
7 the Federal Rules of Civil Procedure.

8 2.3 Counsel: Outside Counsel of Record (and their support staffs) who are not  
9 employees of a Party but who are retained to represent or advise a Party in this action.

10 2.4 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.”

12 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
13 medium or manner in which it is generated, stored, or maintained (including, among other things,  
14 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
15 responses to discovery in this matter.

16 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to  
17 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or  
18 as a consultant in this action, (2) is not a past or a current employee of a Party or of a Party’s  
19 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party  
20 or a Party’s competitor. This definition includes a professional jury or trial consultant retained in  
21 connection with this litigation.

22 2.7 [Intentionally omitted]

23 2.8 [Intentionally omitted]

24 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal  
25 entity not named as a Party to this action.

26 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
27 action but are retained to represent or advise a party to this action and have appeared in this action  
28 on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party.

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

3           2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
4 Material in this action.

5           2.13 Professional Vendors: persons or entities that provide litigation support services  
6 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
7 organizing, storing, or retrieving data in any form or medium) and their employees and  
8 subcontractors.

9           2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
10 “CONFIDENTIAL.”

11           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
12 Producing Party.

### 13 3. SCOPE

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

### 27 4. DURATION

28           Even after final disposition of this litigation, the confidentiality obligations imposed by

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

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
9 or non-party that designates information or items for protection under this Order must take care to  
10 limit any such designation to specific material that qualifies under the appropriate standards. To  
11 the extent it is practical to do so, the Designating Party must designate for protection only those  
12 parts of material, documents, items, or oral or written communications that qualify – so that other  
13 portions of the material, documents, items, or communications for which protection is not  
14 warranted are not swept unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
16 shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to  
17 unnecessarily encumber or retard the case development process, or to impose unnecessary  
18 expenses and burdens on other parties), may expose the Designating Party to sanctions. No party  
19 will indiscriminately or unreasonably stamp or maintain documents as Confidential, and in no  
20 event will publicly available documents such as publications or patents be stamped Confidential.

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

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order,  
26 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
27 protection under this Order must be clearly so designated before the material is disclosed or  
28 produced. Designation in conformity with this Order requires:

1           (a)     For information in documentary form (e.g., paper or electronic documents,  
2 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
3 Party affix the legend “CONFIDENTIAL” at the top or bottom of each page that contains  
4 protected material. If only a portion or portions of the material on a page qualify for protection,  
5 the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
6 appropriate markings in the margins).

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

15           (b)     For testimony given in deposition or in other pretrial or trial proceedings,  
16 that the Designating Party identify on the record, before the close of the deposition, hearing, or  
17 other proceeding, all protected testimony. When it is impractical to identify separately each  
18 portion of testimony that is entitled to protection, and when it appears that substantial portions of  
19 the testimony may qualify for protection, the Designating Party may invoke on the record (before  
20 the deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to identify  
21 the specific portions of the testimony as to which protection is sought. Only those portions of the  
22 testimony that are appropriately designated for protection within the 21 days shall be covered by  
23 the provisions of this Stipulated Protective Order.

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”  
27 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
28 shall not in any way affect its designation as “CONFIDENTIAL.”

1 Transcripts containing Protected Material shall have an obvious legend on the title page  
2 that the transcript contains Protected Material. Any transcript that is prepared before the  
3 expiration of a 21-day period for designation shall be treated during that period as if it had been  
4 designated "CONFIDENTIAL" in its entirety unless otherwise agreed. After the expiration of  
5 that period, the transcript shall be treated only as actually designated.

6 (c) For information produced in some form other than documentary, and for  
7 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
8 container or containers in which the information or item is stored the legend "CONFIDENTIAL."  
9 If only a portion or portions of the information or item warrant protection, the Producing Party, to  
10 the extent practicable, shall identify the protected portion(s).

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

## 16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
24 process by providing written notice of each designation it is challenging and describing the basis  
25 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
26 notice must recite that the challenge to confidentiality is being made in accordance with this  
27 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
28 good faith and must begin the process by conferring directly (in voice-to-voice dialogue; other

1 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
 2 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
 3 designation was not proper and must give the Designating Party an opportunity to review the  
 4 designated material, to reconsider the circumstances, and, if no change in designation is offered,  
 5 to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
 6 stage of the challenge process only if it has engaged in this meet and confer process first or  
 7 establishes that the Designating Party is unwilling to participate in the meet and confer process in  
 8 a timely manner.

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

20           The burden of persuasion in any such challenge proceeding shall be on the Designating  
 21 Party. Until the court rules on the challenge, all Parties shall continue to afford the material in  
 22 question the level of protection to which it is entitled under the Designating Party's designation.

## 23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24           7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed  
 25 or produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
 26 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only  
 27 to the categories of persons and under the conditions described in this Order. When the litigation  
 28 has been terminated, a Receiving Party must comply with the provisions of section 15, below

1 (FINAL DISPOSITION).

2           However, nothing in this Stipulation and Order shall prevent a Receiving Party from using  
3 the information or knowledge gained from reviewing the Protected Materials received to  
4 prosecute, whether in this or any other action, claims against other persons who, in addition to  
5 the party charged in this litigation, may also be liable for the claims asserted by the parties in this  
6 litigation, or who are otherwise thereby discovered to have potential liability to the Receiving  
7 Party, whether as a co-conspirator, aider and abettor, joint or successive tortfeasor, alter-ego,  
8 copyright infringer, or otherwise. Prior to using the information or knowledge gained from  
9 reviewing the Protected Materials in a manner that would disclose the information or knowledge  
10 to persons other than the categories of persons and under the conditions described in this Order,  
11 the Receiving Party shall notify the Designating Party and initiate a challenge to the designation  
12 of the information or items under this Order as Protected Material in the manner provided in  
13 Section 6 of this Order. The Designating Party shall have, as above stated, the burden of  
14 persuasion in any such challenge proceeding.

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

17           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
18 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
19 disclose any information or item designated CONFIDENTIAL only to:

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

24           (b)       a party, but in the case of a Party who is a legal entity, the disclosure shall  
25 only be made to the officers, directors, and employees of the Receiving Party to whom disclosure  
26 is reasonably necessary for this litigation. In each case, the Receiving Party or its officers,  
27 directors, and employees must have signed the “Acknowledgment and Agreement to Be Bound”  
28 (Exhibit A) prior to disclosure to such persons;



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

4 (d) the Court and its personnel;

5 (e) Court reporters and their staffs, professional jury or trial consultants, and  
6 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
7 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

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

16 7.3 [Intentionally omitted]

17 8. [Intentionally omitted]

18 9. CLAIMS OF RIGHT TO GREATER PROTECTION

19 9.1 The Parties disagree on whether or to what extent certain documents and  
20 information may or may not be entitled to greater protections than provided in this Order. This  
21 includes, but is not limited to, disagreements on:

22 (a) Whether or to what extent the production of computer "SOURCE CODE,"  
23 is necessary in the circumstances of this action, the definition of "SOURCE CODE",, and the  
24 limitations, conditions and protections to be afforded to any production of ""SOURCE CODE." ;

25 (b) Whether or to what extent the production of computer programs is  
26 necessary in the circumstances of this action, and the limitations, conditions and protections to be  
27 afforded to any production of such programs;

28 (c) Whether or to what extent other documents and information may be

1 entitled to protection as to be seen by "Attorneys' Eyes Only" and the limitations, conditions and  
 2 protections to be thereby afforded.

3 9.2 Any Party contending that greater protections in addition to those provided in this  
 4 Stipulation and Order are necessary for certain documents and information shall have the burden  
 5 of justifying the necessity and entitlement to such additional protections under the normal  
 6 procedures for establishing entitlement to a protective order.

7 9.3 Non-Waiver.

8 (a) Nothing in this Stipulation and Order prohibits the withholding of  
 9 production of documents and information on the grounds that the same are entitled to greater  
 10 protection than provided in this Stipulation and Order, but the Party so withholding documents or  
 11 information shall have the burden of justifying additional protections under the normal  
 12 procedures for establishing entitlement to a protective order.

13 (b) Nothing in this Stipulation and Order shall be deemed a waiver of a  
 14 Party's right to object to, or move for a protective order with respect to, production of documents  
 15 and information on the grounds that the same are entitled to greater protection that provided in  
 16 this Stipulation and Order.

17 (c) Nothing in this Stipulation and Order shall be deemed a waiver of a  
 18 Party's right to compel protection of documents and information withheld by the other Party on  
 19 the grounds that the same are entitled to greater protection that provided in this Stipulation and  
 20 Order

21 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
 22 LITIGATION.

23 If a Party is served with a subpoena or a court order issued in other litigation that compels  
 24 disclosure of any information or items designated in this action as "CONFIDENTIAL," or  
 25 otherwise subject to a protective order entered herein, that Party must:

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

28 (b) promptly notify in writing the party who caused the subpoena or order to issue in

1 the other litigation that some or all of the material covered by the subpoena or order is subject to  
 2 this Protective Order, or otherwise subject to a protective order entered herein. Such notification  
 3 shall include a copy of this Stipulated Protective Order or any otherwise applicable protective  
 4 order; and

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

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

15 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
 16 LITIGATION.

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

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

- 25 1. promptly notify in writing the Requesting Party and the Non-Party that
- 26 some or all of the information requested is subject to a confidentiality agreement with a Non-
- 27 Party;
- 28 2. promptly provide the Non-Party with a copy of the Stipulated Protective

1 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of  
 2 the information requested; and

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

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

11 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

19 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
 20 MATERIAL

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

1 submitted to the court.

2 14. MISCELLANEOUS

3 (a) Right to Further Relief. Nothing in this order abridges the right of any person to  
4 seek its modification by the court in the future.

5 (b) Right to Assert Other Objections. By stipulating to the entry of this Protective  
6 Order, no Party waives any right it otherwise would have to object to disclosing or producing any  
7 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
8 no Party waives any right to object on any ground to use in evidence of any of the material  
9 covered by this Protective Order.

10 (c) Filing Protected Material. Without written permission from the Designating Party  
11 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
12 the public record in this action any Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed  
14 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
15 issue. If a Receiving Party's request to file Protected Material under seal is denied by the court,  
16 then the Receiving Party may file the Protected Material in the public record unless otherwise  
17 instructed by the court.

18 15. FINAL DISPOSITION

19 Within 60 days after the final disposition of this action, as defined in Section 4, each  
20 Receiving Party must return all Protected Material to the Producing Party or destroy such  
21 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
22 compilations, summaries, and any other format reproducing or capturing any of the Protected  
23 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
24 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
25 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all  
26 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
27 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
28 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
2 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
3 product, and consultant and expert work product, even if such materials contain Protected  
4 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
5 this Protective Order as set forth in Section 4 (DURATION).

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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DATED: February 25, 2014 DOWNEY BRAND LLP


By: /s/ Katie Konz  
MATTHEW J. WEBER  
KATIE KONZ  
Attorneys for Defendant and Counter-Claimant  
AUTOMATED GAMING TECHNOLOGIES, INC.  
and Defendants  
JOHN R. PRATHER, and ROBERT MAGNANTI

DATED: February 25, 2014 By: /s/ Gilbert J. Premo

GILBERT J. PREMO  
Attorney for Plaintiff and Counter-Defendant  
KEITH R. CLAYTON

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

DATED: February 27, 2014.

  
EDMUND F. BRENNAN  
UNITED STATES MAGISTRATE JUDGE

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**EXHIBIT A**

**DECLARATION AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that was issued by  
the United States District Court for the Eastern District of California on [DATE] in the case of  
*Clayton v. Automated Gaming Technologies, Inc.*, Case No. 2:13-cv-00907-JAM-EFB. 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.

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

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

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

Printed Name: \_\_\_\_\_

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