

1 SEYFARTH SHAW LLP  
 G. Daniel Newland (SBN 87965)  
 2 E-mail: [dnewland@seyfarth.com](mailto:dnewland@seyfarth.com)  
 560 Mission Street, 31st Floor  
 3 San Francisco, California 94105  
 Telephone: (415) 397-2823  
 4 Facsimile: (415) 397-8549

5 Geoffrey S. Long (SBN 187429)  
 E-mail: [glong@seyfarth.com](mailto:glong@seyfarth.com)  
 6 Tina J. Wan (SBN 260560)  
 E-mail: [twan@seyfarth.com](mailto:twan@seyfarth.com)  
 7 333 S. Hope Street, #3900  
 Los Angeles, CA 90071  
 8 Telephone: (213) 270-9600  
 Facsimile: (213) 270-9601

9 Attorneys for Plaintiff  
 10 ACCENTURE LLP, an Illinois limited liability partnership

11 **UNITED STATES DISTRICT COURT**  
 12 **NORTHERN DISTRICT OF CALIFORNIA**  
 13 **SAN FRANCISCO**

14 ACCENTURE, LLP, an Illinois limited  
 15 liability partnership,

16 Plaintiff,

17 v.

18 HARDEV SIDHU, an individual,

19 Defendant.  
 20

Case No. C 10-02977 TEH

[Honorable Thelton E. Henderson,  
 Courtroom 12]

**STIPULATED ~~PROPOSED~~**  
**PROTECTIVE ORDER FOR**  
**CONFIDENTIAL**  
**INFORMATION AND/OR TRADE**  
**SECRETS**

21  
 22 The following is taken verbatim from the Northern District of California's  
 23 Standard Model Protective Order.  
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25 1. PURPOSES AND LIMITATIONS

26 Disclosure and discovery activity in this action are likely to involve  
 27 production of confidential, proprietary, or private information for which special  
 28 protection from public disclosure and from use for any purpose other than

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

12 2. DEFINITIONS

13 2.1 Challenging Party: a Party or Non-Party that challenges the  
14 designation of information or items under this Order.

15 2.2 "CONFIDENTIAL" Information or Items: information  
16 (regardless of how it is generated, stored or maintained) or tangible things that  
17 qualify for protection under Federal Rule of Civil Procedure 26(c).

18 2.3 Counsel (without qualifier): Outside Counsel of Record and  
19 House Counsel (as well as their support staff).

20 2.4 Designating Party: a Party or Non-Party that designates  
21 information or items that it produces in disclosures or in responses to discovery as  
22 "CONFIDENTIAL."

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

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3. SCOPE

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

4. DURATION

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

5. DESIGNATING PROTECTED MATERIAL



1 identify the protected portion(s) (e.g., by making appropriate markings in the  
2 margins).

3           A Party or Non-Party that makes original documents or materials  
4 available for inspection need not designate them for protection until after the  
5 inspecting Party has indicated which material it would like copied and produced.  
6 During the inspection and before the designation, all of the material made available  
7 for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
8 identified the documents it wants copied and produced, the Producing Party must  
9 determine which documents, or portions thereof, qualify for protection under this  
10 Order. Then, before producing the specified documents, the Producing Party must  
11 affix the "CONFIDENTIAL" legend to each page that contains Protected Material.  
12 If only a portion or portions of the material on a page qualifies for protection, the  
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
14 appropriate markings in the margins).

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

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

24           5.3 Inadvertent Failures to Designate. If timely corrected, an  
25 inadvertent failure to designate qualified information or items does not, standing  
26 alone, waive the Designating Party's right to secure protection under this Order for  
27 such material. Upon timely correction of a designation, the Receiving Party must

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1 make reasonable efforts to assure that the material is treated in accordance with the  
2 provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time. Unless a prompt challenge to a  
6 Designating Party's confidentiality designation is necessary to avoid foreseeable,  
7 substantial unfairness, unnecessary economic burdens, or a significant disruption  
8 or delay of the litigation, a Party does not waive its right to challenge a  
9 confidentiality designation by electing not to mount a challenge promptly after the  
10 original designation is disclosed.

11 6.2 Meet and Confer. The Challenging Party shall initiate the  
12 dispute resolution process by providing written notice of each designation it is  
13 challenging and describing the basis for each challenge. To avoid ambiguity as to  
14 whether a challenge has been made, the written notice must recite that the  
15 challenge to confidentiality is being made in accordance with this specific  
16 paragraph of the Protective Order. The parties shall attempt to resolve each  
17 challenge in good faith and must begin the process by conferring directly (in voice  
18 to voice dialogue; other forms of communication are not sufficient) within 14 days  
19 of the date of service of notice. In conferring, the Challenging Party must explain  
20 the basis for its belief that the confidentiality designation was not proper and must  
21 give the Designating Party an opportunity to review the designated material, to  
22 reconsider the circumstances, and, if no change in designation is offered, to explain  
23 the basis for the chosen designation. A Challenging Party may proceed to the next  
24 stage of the challenge process only if it has engaged in this meet and confer  
25 process first or establishes that the Designating Party is unwilling to participate in  
26 the meet and confer process in a timely manner.

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1           6.3    Judicial Intervention. If the Parties cannot resolve a challenge  
2 without court intervention, the Designating Party shall file and serve a motion to  
3 retain confidentiality under Civil Local Rule 7 (and in compliance with Civil Local  
4 Rule 79-5, if applicable) within 21 days of the initial notice of challenge or within  
5 14 days of the parties agreeing that the meet and confer process will not resolve  
6 their dispute, whichever is earlier. Each such motion must be accompanied by a  
7 competent declaration affirming that the movant has complied with the meet and  
8 confer requirements imposed in the preceding paragraph. Failure by the  
9 Designating Party to make such a motion including the required declaration within  
10 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
11 designation for each challenged designation. In addition, the Challenging Party  
12 may file a motion challenging a confidentiality designation at any time if there is  
13 good cause for doing so, including a challenge to the designation of a deposition  
14 transcript or any portions thereof. Any motion brought pursuant to this provision  
15 must be accompanied by a competent declaration affirming that the movant has  
16 complied with the meet and confer requirements imposed by the preceding  
17 paragraph.

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

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1 (d) the court and its personnel;  
2 (e) court reporters and their staff, professional jury or trial  
3 consultants, mock jurors, and Professional Vendors to whom disclosure is  
4 reasonably necessary for this litigation and who have signed the "Acknowledgment  
5 and Agreement to Be Bound" (Exhibit A);

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

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

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
17 PRODUCED IN OTHER LITIGATION

18 If a Party is served with a subpoena or a court order issued in other  
19 litigation that compels disclosure of any information or items designated in this  
20 action as "CONFIDENTIAL," that Party must:

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

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

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

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

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

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

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

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

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

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

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

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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



1 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a  
2 request establishing that the Protected Material at issue is privileged, protectable as  
3 a trade secret, or otherwise entitled to protection under the law. If a Receiving  
4 Party's request to file Protected Material under seal pursuant to Civil Local Rule  
5 79-5(d) is denied by the court, then the Receiving Party may file the information in  
6 the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed  
7 by the court.


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

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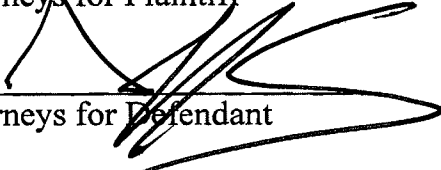
1 copies that contain or constitute Protected Material remain subject to this  
2 Protective Order as set forth in Section 4 (DURATION).

3 IT IS SO STIPULATED, THROUGH COUNSEL FOR RECORD:

4  
5 DATED: 12/7/2010

  
Attorneys for Plaintiff

6  
7 DATED: 12/9/10

  
Attorneys for Defendant

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10 PURSUANT TO STIPULATION IT IS SO ORDERED.

11  
12 DATED: 12/14/10

