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15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN FRANCISCO DIVISION

19 JEREMY SCHNEIDER on behalf of himself
 20 and all others similarly situated,

21 Plaintiff,

22 v.

23 SPACE SYSTEMS/LORAL, INC., a Delaware
 Corporation,

24 Defendant.

Case No. 3:11-CV-02489 MMC

STIPULATED PROTECTIVE ORDER

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1 STIPULATION

2 **I. PURPOSES AND LIMITATIONS**

3 Disclosure and discovery activity in this action are likely to involve production of
4 confidential, proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
7 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
8 all disclosures or responses to discovery and that the protection it affords from public disclosure
9 and use extends only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth in Section XII,
11 below, that this Stipulated Protective Order does not entitle them to file confidential information
12 under seal; Civil Local Rule 79-5 and General Order 62 set forth the procedures that must be
13 followed and the standards that will be applied when a party seeks permission from the court to
14 file material under seal.

15 **II. DEFINITIONS**

- 16 a. Challenging Party: a Party or Non-Party that challenges the designation of
17 information or items under this Order.
- 18 b. “CONFIDENTIAL” Information or Items: information (regardless of how it is
19 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
20 of Civil Procedure 26(c).
- 21 c. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
22 well as their support staff).
- 23 d. Designated House Counsel: House Counsel who seek access to “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.
- 25 e. Designating Party: a Party or Non-Party that designates information or items that it
26 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
- 28 f. Disclosure or Discovery Material: all items or information, regardless of the

1 medium or manner in which it is generated, stored, or maintained (including, among other things,
2 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
3 responses to discovery in this matter.

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

9 h. "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
10 Items: extremely sensitive "Confidential Information or Items," disclosure of which to another
11 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
12 less restrictive means, including, without limitation computer code and associated comments and
13 revision histories, formulas, engineering specifications, or schematics that define or otherwise
14 describe in detail the algorithms or structure of software or hardware designs, disclosure of which
15 to another Party or Non-Party would create a substantial risk of serious harm that could not be
16 avoided by less restrictive means.

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

19 j. Non-Party: any natural person, partnership, corporation, association, or other legal
20 entity not named as a Party to this action.

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

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

26 m. Producing Party: a Party or Non-Party that produces Disclosure or Discovery
27 Material in this action.

28 n. Professional Vendors: persons or entities that provide litigation support services

1 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
2 organizing, storing, or retrieving data in any form or medium) and their employees and
3 subcontractors.

4 o. Protected Material: any Disclosure or Discovery Material that is designated as
5 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

6 p. Receiving Party: a Party that receives Disclosure or Discovery Material from a
7 Producing Party.

8 **III. SCOPE**

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

21 **IV. DURATION**

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

1 **V. DESIGNATING PROTECTED MATERIAL**

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

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

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

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

21 1. for information in documentary form (e.g., paper or electronic documents,
22 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
23 Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
24 EYES ONLY" to each page that contains protected material.

25 A Party or Non-Party that makes original documents or materials available for inspection
26 need not designate them for protection until after the inspecting Party has indicated which
27 material it would like copied and produced. During the inspection and before the designation, all
28 of the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants
2 copied and produced, the Producing Party must determine which documents, or portions thereof,
3 qualify for protection under this Order. Then, before producing the specified documents, the
4 Producing Party must affix the appropriate legend ("CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL – ATTORNEYS' EYES ONLY") to each page that contains Protected
6 Material.

7 2. for testimony given in deposition or in other pretrial or trial proceedings,
8 that the Designating Party identify on the record, before the close of the deposition, hearing, or
9 other proceeding, all protected testimony and specify the level of protection being asserted. When
10 it is impractical to identify separately each portion of testimony that is entitled to protection and it
11 appears that substantial portions of the testimony may qualify for protection, the Designating
12 Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded)
13 a right to have up to 30 days after completion of the transcript to identify the specific portions of
14 the testimony as to which protection is sought and to specify the level of protection being
15 asserted. Only those portions of the testimony that are appropriately designated for protection
16 within the 30 days after completion of the transcript shall be covered by the provisions of this
17 Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or
18 up to 30 days after completion of the transcript if that period is properly invoked, that the entire
19 transcript shall be treated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
20 ATTORNEYS' EYES ONLY."

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

27 Transcripts containing Protected Material shall have an obvious legend on the title page
28 that the transcript contains Protected Material, and the title page shall be followed by a list of all

1 pages (including line numbers as appropriate) that have been designated as Protected Material and
2 the level of protection being asserted by the Designating Party. The Designating Party shall
3 inform the court reporter of these requirements. Any transcript that is prepared before the
4 expiration of a 30-day period for designation shall be treated during that period as if it had been
5 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
6 otherwise agreed. After the expiration of that period, the transcript shall be treated only as
7 actually designated.

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

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

19 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

26 b. Meet and Confer. The Challenging Party shall initiate the dispute resolution
27 process by providing written notice of each designation it is challenging and describing the basis
28 for each challenge. The parties shall attempt to resolve each challenge in good faith and must

1 begin the process by conferring directly (in voice to voice dialogue; other forms of
2 communication are not sufficient) within 21 days of the date of service of notice or any other
3 deadline to which the parties agree. In conferring, the Challenging Party must explain the basis
4 for its belief that the confidentiality designation was not proper and must give the Designating
5 Party an opportunity to review the designated material, to reconsider the circumstances, and, if no
6 change in designation is offered, to explain the basis for the chosen designation, in writing. A
7 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in
8 this meet and confer process first or establishes that the Designating Party is unwilling to
9 participate in the meet and confer process in a timely manner.

10 c. Judicial Intervention. If the Parties cannot resolve a challenge without court
11 intervention, the Challenging Party shall file and serve a motion to de-designate under Civil Local
12 Rule 7 (and in compliance with Civil Local Rule 79-5 and General Order 62, if applicable). Each
13 such motion must be accompanied by a competent declaration affirming that the movant has
14 complied with the meet and confer requirements imposed in the preceding paragraph.

15 The burden of persuasion that the designation is proper in any such challenge proceeding
16 shall be on the Designating Party. Frivolous challenges and those made for an improper purpose
17 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the
18 Challenging Party to sanctions. All parties shall continue to afford the material in question the
19 level of protection to which it is entitled under the Producing Party's designation until the court
20 rules on the challenge.

21 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

28 b. Protected Material must be stored and maintained by a Receiving Party at a

1 location and in a secure manner that ensures that access is limited to the persons authorized under
2 this Order.

3 c. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
4 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
5 information or item designated “CONFIDENTIAL” only to:

6 1. the Receiving Party’s Outside Counsel of Record in this action, as well as
7 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
8 information for this litigation, who are bound by this agreement by virtue of their employment;

9 2. the officers, directors, and employees (including House Counsel) of the
10 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

15 4. the court and its personnel;

16 5. Any discovery referee(s) agreed upon by the Parties and appointed by the
17 Court to make recommendations on discovery issues arising in this Litigation;

18 6. the named plaintiff and other putative class members, provided the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A) is signed;

20 7. any mediator agreed upon by the Parties to conduct a mediation of the
21 claims asserted in the Litigation, provided the “Acknowledgment and Agreement to Be Bound”
22 (Exhibit A) is signed;

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

26 9. during their depositions, witnesses in the action who have signed the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
28 Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits

1 to depositions that reveal Protected Material must be separately bound by the court reporter and
2 may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

3 10. the author or recipient of a document containing the information or a
4 custodian or other person who otherwise possessed or knew the information.

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

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

13 2. Designated House Counsel of the Receiving Party to whom disclosure is
14 reasonably necessary for this litigation, and who has signed the “Acknowledgment and
15 Agreement to Be Bound” (Exhibit A);

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

20 4. the court and its personnel;

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

24 6. Any mediator(s) agreed upon by the Parties to conduct a mediation of the
25 claims asserted in the Litigation, provided the “Acknowledgment and Agreement to Be Bound”
26 (Exhibit A) is signed;

27 7. Any discovery referee(s) agreed upon by the Parties and appointed by the
28 Court to make recommendations on discovery issues arising in this Litigation, provided the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A) is signed;

2 8. the author or recipient of a document containing the information or a
3 custodian or other person who otherwise possessed or knew the information.

4 e. Procedures for Approving or Objecting to Disclosure of “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

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

22 2. A Party that makes a request and provides the information specified in the
23 preceding paragraphs may disclose the subject Protected Material to the identified Expert unless,
24 within 14 days of delivering the request, the Party receives a written objection from the
25 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

26 3. A Party that receives a timely written objection must meet and confer with
27 the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
28 agreement within seven days of the written objection. If no agreement is reached, the Party

1 seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7
2 (and in compliance with Civil Local Rule 79-5 and General Order 62, if applicable) seeking
3 permission from the Court to do so. Any such motion must describe the circumstances with
4 specificity, set forth in detail the reasons why the disclosure to the Expert is reasonably necessary,
5 assess the risk of harm that the disclosure would entail, and suggest any additional means that
6 could be used to reduce that risk. In addition, any such motion must be accompanied by a
7 competent declaration describing the parties' efforts to resolve the matter by agreement (i.e., the
8 extent and the content of the meet and confer discussions) and setting forth the reasons advanced
9 by the Designating Party for its refusal to approve the disclosure.

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

14 f. Procedures for Approving or Objecting to Disclosure of "HIGHLY
15 CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items to Experts:

16 Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party
17 that seeks to disclose to an Expert (as defined in this Order) any information or item that has been
18 designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" must make a list of
19 experts to whom it has disclosed the information and provide upon request to the Designating
20 Party, including the general categories of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
21 ONLY" information that the Receiving Party is disclosing to the Expert(s).

22 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
23 **OTHER LITIGATION**

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

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

1 b. promptly notify in writing the party who caused the subpoena or order to issue in
2 the other litigation that some or all of the material covered by the subpoena or order is subject to
3 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
4 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 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
10 determination by the court from which the subpoena or order issued, unless the Party has obtained
11 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
12 seeking protection in that court of its confidential material – and nothing in these provisions
13 should be construed as authorizing or encouraging a Receiving Party in this action to disobey a
14 lawful directive from another court.

15 **IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
16 **THIS 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” or “HIGHLY CONFIDENTIAL –
19 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with
20 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
21 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

22 b. In the event that a Party is requested, 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 timely seeks a protective order, the Receiving Party shall not
5 produce any information in its possession or control that is subject to the confidentiality
6 agreement with the Non-Party before a determination by the court.

7 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

15 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
16 **PROTECTED MATERIAL**

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

27 **XII. MISCELLANEOUS**

28 a. Right to Further Relief. Nothing in this Order abridges the right of any person to

1 seek its modification by the court in the future.

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

7 c. Export Control. Disclosure of Protected Material shall be subject to all applicable
8 laws and regulations relating to the export of technical data contained in such Protected Material,
9 including the release of such technical data to foreign persons or nationals in the United States or
10 elsewhere. The Producing Party shall be responsible for identifying any such controlled technical
11 data, and the Receiving Party shall take measures necessary to ensure compliance.

12 d. Filing Protected Material: A Party that seeks to file under seal any protected
13 material shall comply with Civil Local Rule 79-5 and General Order 62.

14 **XIII. FINAL DISPOSITION**

15 Within 60 days after the final disposition of this action, as defined in Section IV, each
16 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
27 product, and consultant and expert work product, even if such materials contain Protected
28 Material. Any such archival copies that contain or constitute Protected Material remain subject to

1 this Protective Order as set forth in Section IV.

2 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

3 Dated: July 5, 2012

LYNNE C. HERMLE
MICHAEL A. APARICIO
Orrick, Herrington & Sutcliffe LLP

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6

By: /s/ Michael A. Aparicio
MICHAEL A. APARICIO
Attorneys for Defendant
SPACE SYSTEMS/LORAL, INC.

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8

9

10 Dated: July 3, 2012

MARC H. PHELPS
The Phelps Law Group

11

12

ROGER R. CARTER
The Carter Law Firm

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14

SCOTT B. COOPER
The Cooper Law Firm, P.C.

15

16

By: /s/ Marc H. Phelps
MARC H. PHELPS
Attorneys for Plaintiff
JEREMY SCHNEIDER

17

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ORDER

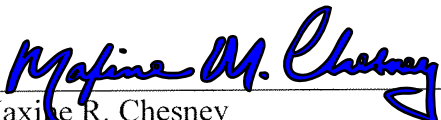
19

PURSUANT TO STIPULATION, IT IS SO ORDERED.

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DATED: July 6, 2012



Maxine R. Chesney
United States District Judge

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1 **EXHIBIT A**

2 UNITED STATES DISTRICT COURT
3 NORTHERN DISTRICT OF CALIFORNIA
4 SAN FRANCISCO DIVISION

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6 JEREMY SCHNEIDER on behalf of himself
7 and all others similarly situated,

8 Plaintiff,

9 v.

10 SPACE SYSTEMS/LORAL, INC., a Delaware
11 Corporation,

12 Defendant.

Case No. 3:11-CV-02489 MMC

**ACKNOWLEDGMENT AND
AGREEMENT TO BE BOUND BY
STIPULATED PROTECTIVE ORDER**

13 I, _____ [print or type full name], of
14 _____ [print or type full address],

15 declare under penalty of perjury under the laws of the United States of America that I have read in its
16 entirety and understand the Stipulated Protective Order that was issued by the United States District Court
17 for the Northern District of California in the case of Schneider v. Space Systems/Loral, Inc., Case No.
18 3:11-CV-02489 MMC. I agree to comply with and to be bound by all the terms of this Stipulated
19 Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions
20 and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any
21 information or item that is subject to this Stipulated Protective Order to any person or entity except in
22 strict compliance with the provisions of this Order.

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

26 I hereby appoint _____ [print or type full name]
27 of _____ [print or type full address and
28 telephone number] as my California agent for service of process in connection with this action or any

1 proceedings related to enforcement of this Stipulated Protective Order.

2 Date: _____

3 City and State/Country where sworn and signed: _____

4 Printed name: _____

5 Signature: _____

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