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20 Attorneys for Plaintiff Lynn Hall and the Putative Class

21 UNITED STATES DISTRICT COURT  
 22 NORTHERN DISTRICT OF CALIFORNIA

23 LYNN HALL, individually and on behalf of  
 24 all others similarly situated,

25 Plaintiff,

26 vs.

27 COMCAST CORPORATION, COMCAST  
 28 OF CALIFORNIA / COLORADO / TEXAS /  
 WASHINGTON, INC., COMCAST OF  
 CALIFORNIA / COLORADO /  
 WASHINGTON I, INC. and DOES 1 to 50

Defendants.

Case No. C11-05174-JSW

~~PROPOSED~~ STIPULATED  
 PROTECTIVE ORDER

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1           1.       PURPOSES AND LIMITATIONS

2           Disclosure and discovery activity in this action are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the court to enter the following  
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
7 protections on all disclosures or responses to discovery and that the protection it affords from  
8 public disclosure and use extends only to the limited information or items that are entitled to  
9 confidential treatment under the applicable legal principles. The parties further acknowledge, as  
10 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file  
11 confidential information under seal; Civil Local Rule 79-5 and General Order 62 set forth the  
12 procedures that must be followed and the standards that will be applied when a party seeks  
13 permission from the court to file material under seal. The parties further acknowledge that this  
14 Order does not compel or require any party to produce information that is protected from  
15 disclosure by statute or law.

16           2.       DEFINITIONS

17           2.1       Challenging Party: a Party or Non-Party that challenges the designation of  
18 information or items under this Order.

19           2.2       “CONFIDENTIAL” Information or Items: information (regardless of how  
20 it is generated, stored or maintained) or tangible things that qualify for protection under Federal  
21 Rule of Civil Procedure 26(c).

22           2.3       Counsel (without qualifier): Outside Counsel of Record and House  
23 Counsel (as well as their support staff).

24           2.4       Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
26 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

27           2.5       Disclosure or Discovery Material: all items or information, regardless of  
28 the medium or manner in which it is generated, stored, or maintained (including, among other

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

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

8           2.7    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
9 Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of  
10 which to another Party or Non-Party would create a substantial risk of serious harm that could not  
11 be avoided by less restrictive means.

12           2.8    House Counsel: attorneys who are employees of a party to this action.  
13 House Counsel does not include Outside Counsel of Record or any other outside counsel.

14           2.9    Non-Party: any natural person, partnership, corporation, association, or  
15 other legal entity not named as a Party to this action.

16           2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
17 this action but are retained to represent or advise a party to this action and have appeared in this  
18 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
19 that party.

20           2.11 Party: any party to this action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
22 staffs).

23           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this action.

25           2.13 Professional Vendors: persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
27 organizing, storing, or retrieving data in any form or medium) and their employees and  
28 subcontractors.

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

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

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.

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1           5.1    DESIGNATING PROTECTED MATERIAL

2                   5.1    Exercise of Restraint and Care in Designating Material for Protection.

3           Each Party or Non-Party that designates information or items for protection under this  
4 Order must take care to limit any such designation to specific material that qualifies under the  
5 appropriate standards. To the extent it is practical to do so, the Designating Party must designate  
6 for protection only those parts of material, documents, items, or oral or written communications  
7 that qualify – so that other portions of the material, documents, items, or communications for  
8 which protection is not 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                   5.2    Manner and Timing of Designations. Except as otherwise provided in this

18 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
19 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
20 designated before the material is disclosed or produced.

21           Designation in conformity with this Order requires:

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

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

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

27 Parties shall give the other parties notice if they reasonably expect a deposition, hearing  
 28 or other proceeding to include Protected Material so that the other parties can ensure that only

1 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
 2 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
 3 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY  
 4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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

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

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 22 failure to designate qualified information or items does not, standing alone, waive the  
 23 Designating Party’s right to secure protection under this Order for such material. Upon timely  
 24 correction of a designation, the Receiving Party must make reasonable efforts to assure that the  
 25 material is treated in accordance with the provisions of this Order.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 28 designation of confidentiality and/or level of protection by providing written notice of each

1 designation it is challenging and describing the basis for each challenge within 45 days of the  
2 Challenging Party's receipt of the information designated as "Confidential." To avoid ambiguity  
3 as to whether a challenge has been made, the written notice must recite that the challenge to  
4 confidentiality is being made in accordance with this specific paragraph of the Protective Order.

5           6.2     Meet and Confer. The parties shall attempt to resolve each challenge in  
6 good faith and must begin the process by conferring directly (in voice to voice dialogue; other  
7 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
8 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
9 designation and/or level of designation was not proper and must give the Designating Party an  
10 opportunity to review the designated material, to reconsider the circumstances, and, if no change  
11 in designation or level of designation is offered, to explain the basis for the chosen designation or  
12 level of designation. A Challenging Party may proceed to the next stage of the challenge process  
13 only if it has engaged in this meet and confer process first or establishes that the Designating  
14 Party is unwilling to participate in the meet and confer process in a timely manner.

15           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without  
16 court intervention, the Designating Party shall file and serve a motion to retain confidentiality  
17 and/or level of designation under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-  
18 5 and General Order 62, if applicable) within 21 days of the initial notice of challenge or within  
19 14 days of the parties agreeing that the meet and confer process will not resolve their dispute,  
20 whichever is earlier. Each such motion must be accompanied by a competent declaration  
21 affirming that the movant has complied with the meet and confer requirements imposed in the  
22 preceding paragraph. Failure by the Designating Party to make such a motion including the  
23 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
24 confidentiality designation and/or level of designation for each challenged designation and/or  
25 level of designation. In addition, the Challenging Party may file a motion challenging a  
26 confidentiality designation or a level of designation if there is good cause for doing so, including  
27 a challenge to the designation or level of designation of a deposition transcript or any portions  
28 thereof. Any motion brought pursuant to this provision must be accompanied by a competent



1 declaration affirming that the movant has complied with the meet and confer requirements  
2 imposed by the preceding paragraph.

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

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this case only for  
14 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
15 disclosed only to the categories of persons and under the conditions described in this Order.  
16 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
17 section 13 below (FINAL DISPOSITION).

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

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
21 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
22 disclose any information or item designated "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this action, as  
24 well as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
25 disclose the information for this litigation and who have signed the "Acknowledgment and  
26 Agreement to Be Bound" that is attached hereto as Exhibit A;

27 (b) the officers, directors, and employees (including House Counsel) of  
28 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have

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

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

5 (d) the court and its personnel;

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

9 (f) during their depositions, witnesses in the action to whom disclosure  
10 is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
11 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

12 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material  
13 must be separately bound by the court reporter and may not be disclosed to anyone except as  
14 permitted under this Stipulated Protective Order.

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

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

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

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

25 (b) Experts of the Receiving Party (1) to whom disclosure is  
26 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and  
27 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph  
28 7.4(a)(2), below, have been followed;

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

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

7 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

9 (a) Unless otherwise ordered by the court or agreed to in writing by the  
10 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any  
11 information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
12 EYES ONLY pursuant to paragraph 7.2(c) first must make a written request to the Designating  
13 Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’  
14 EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert,  
15 (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3)  
16 attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5)  
17 identifies each person or entity from whom the Expert has received compensation or funding for  
18 work in his or her areas of expertise or to whom the expert has provided professional services,  
19 including in connection with a litigation, at any time during the preceding five years,<sup>1</sup> and (6)  
20 identifies (by name and number of the case, filing date, and location of court) any litigation in  
21 connection with which the Expert has offered expert testimony, including through a declaration,  
22 report, or testimony at a deposition or trial, during the preceding five years.<sup>2</sup>

23 (b) A Party that makes a request and provides the information specified  
24

25 <sup>1</sup> If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the  
26 Expert should provide whatever information the Expert believes can be disclosed without violating any  
27 confidentiality agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with  
28 the Designating Party regarding any such engagement.

<sup>2</sup> It may be appropriate in certain circumstances to restrict the Expert from undertaking certain limited work prior to  
the termination of the litigation that could foreseeably result in an improper use of the Designating Party’s  
“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information.

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1 in the preceding respective paragraph may disclose the subject Protected Material to the  
 2 identified Expert unless, within 14 days of delivering the request, the Party receives a written  
 3 objection from the Designating Party. Any such objection must set forth in detail the grounds on  
 4 which it is based.

5 (c) A Party that receives a timely written objection must meet and  
 6 confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the  
 7 matter by agreement within seven days of the written objection. If no agreement is reached, the  
 8 Party seeking to make the disclosure to the Expert may file a motion as provided in Civil Local  
 9 Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the  
 10 court to do so. Any such motion must describe the circumstances with specificity, set forth in  
 11 detail the reasons why the disclosure to the Expert is reasonably necessary, assess the risk of harm  
 12 that the disclosure would entail, and suggest any additional means that could be used to reduce  
 13 that risk. In addition, any such motion must be accompanied by a competent declaration  
 14 describing the parties' efforts to resolve the matter by agreement (i.e., the extent and the content  
 15 of the meet and confer discussions) and setting forth the reasons advanced by the Designating  
 16 Party for its refusal to approve the disclosure.

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

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
 22 OTHER 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 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

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

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

1 issue in the other litigation that some or all of the material covered by the subpoena or order is  
2 subject to this Protective Order. Such notification shall include a copy of this Stipulated  
3 Protective Order; and

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

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

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

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

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

25 1. promptly notify in writing the Requesting Party and the Non-Party  
26 that 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

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

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

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

12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
21 PROTECTED MATERIAL

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

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1 protection, the parties may incorporate their agreement in the stipulated protective order  
2 submitted to the court.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
8 producing any information or item on any ground not addressed in this Stipulated Protective  
9 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of  
10 the material covered by this Protective Order.

11 12.3 Filing Protected Material. Without written permission from the  
12 Designating Party or a court order secured after appropriate notice to all interested persons, a  
13 Party may not file in the public record in this action any Protected Material. A Party that seeks to  
14 file under seal any Protected Material must comply with Civil Local Rule 79-5 and General  
15 Order 62. Protected Material may only be filed under seal pursuant to a court order authorizing  
16 the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and  
17 General Order 62, a sealing order will issue only upon a request establishing that the Protected  
18 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection  
19 under the law. If a Receiving Party's request to file Protected Material under seal pursuant to  
20 Civil Local Rule 79-5(d) and General Order 62 is denied by the court, then the Receiving Party  
21 may file the Protected Material in the public record pursuant to Civil Local Rule 79-5(e) unless  
22 otherwise instructed by the court.

23 13. FINAL DISPOSITION

24 Counsel shall keep a record of all copies of Protected Material distributed, in whole or in  
25 part, to any Qualified Person. Within 60 days after the final disposition of this action, as defined  
26 in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or  
27 destroy such material. As used in this subdivision, "all Protected Material" includes all copies,  
28 abstracts, compilations, summaries, and any other format reproducing or capturing any of the

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 2 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
 3 understand the Stipulated Protective Order that was issued by the United States District Court for  
 4 the Northern District of California on \_\_\_\_\_ in the case of Lynn Hall v. Comcast  
 5 Corporation, et al., Case No. CV11--05174 JSW. I agree to comply with and to be bound by all  
 6 the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so  
 7 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly  
 8 promise that I will not disclose in any manner any information or item that is subject to this  
 9 Stipulated Protective Order to any person or entity except in strict compliance with the provisions  
 10 of this Order.  
 11

12 I further agree to submit to the jurisdiction of the United States District Court for the  
 13 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective  
 14 Order, even if such enforcement proceedings occur after termination of this action.  
 15

16 I hereby appoint \_\_\_\_\_ [print or type full name] of  
 17 \_\_\_\_\_ [print or type full address and telephone  
 18 number] as my California agent for service of process in connection with this action or any  
 19 proceedings related to enforcement of this Stipulated Protective Order.  
 20

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

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

23 Printed name: \_\_\_\_\_  
 24 [printed name]

25 Signature: \_\_\_\_\_  
 26 [signature]  
 27  
 28

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