

1 LAFAYETTE & KUMAGAI LLP
 2 GARY T. LAFAYETTE (State Bar No. 088666)
 3 REBECCA K. KIMURA (State Bar No. 220420)
 4 100 Spear Street, Suite 600
 San Francisco, California 94105
 Telephone: (415) 357-4600
 Facsimile: (415) 357-4605

5 Attorneys for Defendant
 Comcast Corporation and Comcast of
 6 California / Colorado / Washington I, Inc.

7 TODD M. SCHNEIDER (State Bar No. 158253)
 CAROLYN H. COTTRELL (State Bar No. 166977)
 8 LEE B. SZOR (SBN 276381)
 SCHNEIDER WALLACE
 9 COTTRELL BRAYTON KONECKY LLP
 10 180 Montgomery Street, Suite 2000
 San Francisco, California 94104
 Telephone: (415) 421-7100
 11 Facsimile: (415)-421-7105

12 Attorneys for Plaintiff Lynn Hall and the Putative Class

13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA

16 LYNN HALL, individually and on behalf of
 17 all others similarly situated,

18 Plaintiff,

19 vs.
 20

21 COMCAST CORPORATION, COMCAST
 22 OF CALIFORNIA / COLORADO / TEXAS /
 WASHINGTON, INC., COMCAST OF
 23 CALIFORNIA / COLORADO /
 WASHINGTON I, INC. and DOES 1 to 50

24 Defendants.
 25
 26
 27
 28

Case No. C11-05174-JSW

**~~PROPOSED~~ MODIFIED
 STIPULATED PROTECTIVE ORDER
 AS MODIFIED**

LAFAYETTE & KUMAGAI LLP
 ATTORNEYS AT LAW
 100 SPEAR STREET, SUITE 600
 SAN FRANCISCO, CALIFORNIA 94105
 (415) 357-4600
 FAX (415) 357-4605

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). In addition, the following categories of information will be
 22 designated and treated as "Confidential" in this litigation:

23 (a) Social security numbers, financial account numbers, driver's license
 24 numbers, dates of birth, personnel numbers of putative class members;

25 (b) Home addresses, e-mail addresses, and telephone numbers of
 26 putative class members.

27 2.3 Counsel (without qualifier): Outside Counsel of Record and House
 28 Counsel (as well as their support staff).

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1 2.4 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

4 2.5 Disclosure or Discovery Material: all items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained (including, among other
6 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures
7 or responses to discovery in this matter.

8 2.6 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an expert
10 witness or as a consultant in this action, (2) is not a past or current employee of a Party or of a
11 Party’s competitor, and (3) at the time of retention, is not anticipated to become an employee of a
12 Party or of a Party’s competitor.

13 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
14 Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of
15 which to another Party or Non-Party would create a substantial risk of serious harm that could not
16 be avoided by less restrictive means.

17 2.8 House Counsel: attorneys who are employees of a party to this action.
18 House Counsel does not include Outside Counsel of Record or any other outside counsel.

19 2.9 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
22 this action but are retained to represent or advise a party to this action and have appeared in this
23 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
24 that party.

25 2.11 Party: any party to this action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their support
27 staffs).

28 2.12 Producing Party: a Party or Non-Party that produces Disclosure or

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1 Discovery Material in this action.

2 2.13 Professional Vendors: persons or entities that provide litigation support
3 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
4 organizing, storing, or retrieving data in any form or medium) and their employees and
5 subcontractors.

6 2.14 Protected Material: any Disclosure or Discovery Material that is
7 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY.”

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 3. SCOPE

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

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations imposed by
26 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
27 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
28 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after

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1 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
 2 action, including the time limits for filing any motions or applications for extension of time
 3 pursuant to applicable law.

4 5.1 DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
 22 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
 23 designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
 26 documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the
 27 Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 28 ATTORNEYS' EYES ONLY" to each page that contains protected material. If only a portion or

1 portions of the material on a page qualifies for protection, the Producing Party also must clearly
 2 identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must
 3 specify, for each portion, the level of protection being asserted.

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

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

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1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2 Parties shall give the other parties notice if they reasonably expect a deposition, hearing
3 or other proceeding to include Protected Material so that the other parties can ensure that only
4 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
5 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
6 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY

7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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

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

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

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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality and/or level of protection by providing written notice of each
4 designation it is challenging and describing the basis for each challenge within 45 days of the
5 Challenging Party's receipt of the information designated as "Confidential." To avoid ambiguity
6 as to whether a challenge has been made, the written notice must recite that the challenge to
7 confidentiality is being made in accordance with this specific paragraph of the Protective Order.

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

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

1 confidentiality designation or a level of designation if there is good cause for doing so, including
 2 a challenge to the designation or level of designation of a deposition transcript or any portions
 3 thereof. Any motion brought pursuant to this provision must be accompanied by a competent
 4 declaration affirming that the movant has complied with the meet and confer requirements
 5 imposed by the preceding paragraph.

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

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
 24 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
 25 disclose any information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action, as
 27 well as employees of said Outside Counsel of Record to whom it is reasonably necessary to
 28 disclose the information for this litigation and who have signed the "Acknowledgment and

1 Agreement to Be Bound” that is attached hereto as Exhibit A;

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

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

8 (d) the court and its personnel;

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

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

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

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

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

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

28 (b) Experts of the Receiving Party (1) to whom disclosure is

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1 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph
3 7.4(a)(2), below, have been followed;

4 (c) the court and its personnel;

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

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

10 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

12 (a) Unless otherwise ordered by the court or agreed to in writing by the
13 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any
14 information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
15 EYES ONLY pursuant to paragraph 7.2(c) first must make a written request to the Designating
16 Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’
17 EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert,
18 (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3)
19 attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5)
20 identifies each person or entity from whom the Expert has received compensation or funding for
21 work in his or her areas of expertise or to whom the expert has provided professional services,
22 including in connection with a litigation, at any time during the preceding five years,¹ and (6)
23 identifies (by name and number of the case, filing date, and location of court) any litigation in
24 connection with which the Expert has offered expert testimony, including through a declaration,
25

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

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1 report, or testimony at a deposition or trial, during the preceding five years.²

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

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

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

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
24 OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation that compels
26

27 _____
28 ² 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.

This should not preclude any expert from raising a challenge to such a restriction.

1 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

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

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

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

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

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

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

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

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1 Party shall:

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

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

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

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

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain inadvertently
28 produced material is subject to a claim of privilege or other protection, the obligations of the

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1 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
 2 provision is not intended to modify whatever procedure may be established in an e-discovery
 3 order that provides for production without prior privilege review. Pursuant to Federal Rule of
 4 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
 5 communication or information covered by the attorney-client privilege or work product
 6 protection, the parties may incorporate their agreement in the stipulated protective order
 7 submitted to the court.

8 12. PRE-CERTIFICATION DISCOVERY

9 To the extent Plaintiff's counsel attempts to contact putative class members, Plaintiff's
 10 counsel shall inform each potential putative class member contacted that he or she has a right not
 11 to talk to counsel and that, if he or she elects not to talk to counsel, Plaintiff's counsel will
 12 terminate the contact. Plaintiff's counsel will not contact putative class members who have
 13 informed Plaintiff's counsel that they do not wish to communicate with counsel in this matter.

14 Additionally, Plaintiff's counsel shall maintain a list of those individuals who have
 15 indicated that they do not wish to communicate with counsel, and such list will be maintained for
 16 the internal purposes of Schneider Wallace Cottrell Brayton Konecky LLP, in tracking that
 17 information. Plaintiff may be required to submit this list to the Court for its review upon the
 18 order of the Court.

19 Plaintiff shall not use any of the contact information obtained for any purposes outside of
 20 this litigation. Plaintiff shall not disseminate this information to anyone not necessary to the
 21 prosecution of this action.

22 13. MISCELLANEOUS

23 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
 24 person to seek its modification by the court in the future.

25 13.2 Right to Assert Other Objections. By stipulating to the entry of this
 26 Protective Order no Party waives any right it otherwise would have to object to disclosing or
 27 producing any information or item on any ground not addressed in this Stipulated Protective
 28 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of

1 the material covered by this Protective Order.

2 13.3 Filing Protected Material. Without written permission from the
 3 Designating Party or a court order secured after appropriate notice to all interested persons, a
 4 Party may not file in the public record in this action any Protected Material. A Party that seeks to
 5 file under seal any Protected Material must comply with Civil Local Rule 79-5 and General
 6 Order 62. Protected Material may only be filed under seal pursuant to a court order authorizing
 7 the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and
 8 General Order 62, a sealing order will issue only upon a request establishing that the Protected
 9 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection
 10 under the law. If a Receiving Party's request to file Protected Material under seal pursuant to
 11 Civil Local Rule 79-5(d) and General Order 62 is denied by the court, then the Receiving Party
 12 may file the Protected Material in the public record pursuant to Civil Local Rule 79-5(e) unless
 13 otherwise instructed by the court.

14 14. FINAL DISPOSITION

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

LAFAYETTE & KUMAGAI LLP
 ATTORNEYS AT LAW
 100 SPEAR STREET, SUITE 600
 SAN FRANCISCO, CALIFORNIA 94105
 (415) 357-4600
 FAX (415) 357-4605

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 Modified Stipulated Protective Order that was issued by the United States District
 4 Court for the Northern District of California on _____ in the case of Lynn Hall v.
 5 Comcast Corporation, et al., Case No. CV11--05174 JSW. I agree to comply with and to be
 6 bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that
 7 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I
 8 solemnly promise that I will not disclose in any manner any information or item that is subject to
 9 this Stipulated Protective Order to any person or entity except in strict compliance with the
 10 provisions 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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