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 14 UNISYS CORPORATION

15 UNITED STATES DISTRICT COURT  
 16 NORTHERN DISTRICT OF CALIFORNIA

17  
 18 FADI SABA, on behalf of himself and all others  
 similarly situated,

Case No. CV 12 2578 JSW

19 Plaintiff,

**STIPULATED PROTECTIVE ORDER**

20 v.

21 UNISYS CORPORATION, a Delaware  
 22 corporation, and DOES 1 through 50,

23 Defendant.

1 This stipulation and [proposed] protective order is entered into by and between Plaintiff  
2 Fadi Saba (“Plaintiff”) and Defendant Unisys Corporation (“Defendant”) (together as the  
3 “Parties”), as follows:

4 **1. PURPOSES AND LIMITATIONS**

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

17 **2. DEFINITIONS**

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

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

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

25 2.4 Designating Party: a Party or Non-Party that designates information or items that  
26 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”  
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2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

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

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

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

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

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

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

2.13 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

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

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2 **3. SCOPE**

3 The protections conferred by this Stipulation and Order cover not only Protected Material  
4 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
5 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
6 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

7 However, the protections conferred by this Stipulation and Order do not cover the following  
8 information: (a) any information that is in the public domain at the time of disclosure to a  
9 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as  
10 a result of publication not involving a violation of this Order, including becoming part of the  
11 public record through trial or otherwise; and (b) any information known to the Receiving Party  
12 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who  
13 obtained the information lawfully and under no obligation of confidentiality to the Designating  
14 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

15 **4. DURATION**

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

23 **5. DESIGNATING PROTECTED MATERIAL**

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
25 or Non-Party that designates information or items for protection under this Order must take care  
26 to limit any such designation to specific material that qualifies under the appropriate standards.  
27 To the extent it is practical to do so, the Designating Party should designate for protection only  
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1 those parts of material, documents, items, or oral or written communications that qualify – so that  
2 other portions of the material, documents, items, or communications for which protection is not  
3 warranted are not swept unjustifiably within the ambit of this Order.

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

8 If it comes to a Designating Party’s attention that information or items that it designated  
9 for protection do not qualify for protection, that Designating Party must promptly notify all other  
10 Parties that it is withdrawing the mistaken designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
12 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
13 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
14 designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents, but  
17 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
18 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a  
19 portion or portions of the material on a page qualifies for protection, the Producing Party also  
20 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
21 margins).

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

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

8 (c) 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 If only a portion or portions of the information or item warrant protection, the Producing Party, to  
 12 the extent practicable, shall identify the protected portion(s).

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

## 18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
 26 process by providing written notice of each designation it is challenging and describing the basis  
 27 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
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1 notice must recite that the challenge to confidentiality is being made in accordance with this  
 2 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
 3 good faith and must begin the process by conferring directly (in voice to voice dialogue; other  
 4 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
 5 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
 6 designation was not proper and must give the Designating Party an opportunity to review the  
 7 designated material, to reconsider the circumstances, and, if no change in designation is offered,  
 8 to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
 9 stage of the challenge process only if it has engaged in this meet and confer process first.

10 **[The Parties do not agree on terms regarding judicial intervention, and propose**  
 11 **alternative options for the Court to select as it determines is appropriate.**

12 **Plaintiff proposes the following Paragraphs 6.3 and 6.4:]**

13 \_\_\_\_\_ 6.3 *Judicial Intervention.* *If the Parties cannot resolve a challenge*  
 14 *without Court intervention, the Designating Party shall file and serve a motion to retain*  
 15 *confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5 and*  
 16 *General Order 62, if applicable) within 21 days of the initial notice of challenge or within*  
 17 *14 days of the parties agreeing that the meet and confer process will not resolve their*  
 18 *dispute, whichever is earlier. Each such motion must be accompanied by a competent*  
 19 *declaration affirming that the movant has complied with the meet and confer requirements*  
 20 *imposed in the preceding paragraph. Failure by the Designating Party to make such a*  
 21 *motion including the required declaration within 21 days (or 14 days, if applicable) shall*  
 22 *automatically waive the confidentiality designation for each challenged designation. In*  
 23 *addition, the Challenging Party may file a motion challenging a confidentiality designation*  
 24 *at any time if there is good cause for doing so, including a challenge to the designation of a*  
 25 *deposition transcript or any portions thereof. Any motion brought pursuant to this*  
 26 *provision must be accompanied by a competent declaration affirming that the movant has*  
 27 *complied with the meet and confer requirements imposed by the preceding paragraph.*  
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1 \_\_\_\_\_ 6.4. *The burden of persuasion in any such challenge proceeding shall*  
 2 *be on the Designating Party. Frivolous challenges, and those made for an improper*  
 3 *purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)*  
 4 *may expose the Challenging Party to sanctions. Unless the Designating Party has waived*  
 5 *the confidentiality designation by failing to file a motion to retain confidentiality as*  
 6 *described above, all parties shall continue to afford the material in question the level of*  
 7 *protection to which it is entitled under the Producing Party's designation until the court*  
 8 *rules on the challenge.*

9 **[Defendant proposes the following alternative language for Paragraph 6.3, and**  
 10 **does not propose inclusion of a separate Paragraph 6.4: ]**

11 \_\_\_\_\_ 6.3 Judicial Intervention. *If the Parties cannot resolve a challenge*  
 12 *without court intervention, either the Challenging Party or the Designating Party may file*  
 13 *and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79.5.*  
 14 *Any motion brought pursuant to this provision must be accompanied by a competent*  
 15 *declaration affirming that the movant has complied with the meet and confer requirements*  
 16 *imposed by the preceding paragraph.*

17 *In resolving any such motion, the Designating Party shall bear the ultimate burden of*  
 18 *establishing the propriety of its confidentiality designation(s). Until the court rules on the*  
 19 *challenge, all parties shall continue to afford the material in question the level of protection*  
 20 *to which it is entitled under the Producing Party's designation.*

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

22 7.1 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 13 below (FINAL  
 27 DISPOSITION).

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

3 7.2 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 (a) 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 and who have signed the “Acknowledgment and Agreement to Be  
9 Bound” that is attached hereto as Exhibit A;

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

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

16 (d) the court and its personnel;

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

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

26 (g) the author or recipient of a document containing the information or a custodian  
27 or other person who otherwise possessed or knew the information.  
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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
2 **OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation that compels  
4 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party  
5 must:

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

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

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

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

21 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
22 **THIS LITIGATION**

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

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

- 5 (1) promptly notify in writing the Requesting Party and the Non-Party  
 6 that some or all of the information requested is subject to a  
 7 confidentiality agreement with a Non-Party;  
 8 (2) promptly provide the Non-Party with a copy of the Stipulated  
 9 Protective Order in this litigation, the relevant discovery request(s),  
 10 and a reasonably specific description of the information requested;  
 11 and  
 12 (3) make the information requested available for inspection by the  
 13 Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this court  
 15 within 14 days of receiving the notice and accompanying information, the Receiving Party may  
 16 produce the Non-Party's confidential information responsive to the discovery request. If the Non-  
 17 Party timely seeks a protective order, the Receiving Party shall not produce any information in its  
 18 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
 19 determination by the court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall bear the  
 20 burden and expense of seeking protection in this court of its Protected Material.

21 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
 23 Material to any person or in any circumstance not authorized under this Stipulated Protective  
 24 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
 25 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
 26 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
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28 <sup>1</sup>The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 made of all the terms of this Order, and (d) request such person or persons to execute the  
2 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

5 11.1 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other protection, the  
7 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
8 26(b)(5)(B). This provision is not intended to modify the following procedure, which is agreed-  
9 upon by the parties.

10 11.2 The parties intend to proceed with document production in this matter in a prompt  
11 and efficient manner without waiving their respective abilities to assert the protections of the  
12 attorney-client privilege, the attorney work-product doctrine or any other applicable privilege.  
13 Because the parties recognize that inadvertent disclosure of material protected by attorney-client  
14 privilege, the attorney work-product doctrine or any other applicable privilege (“Privileged  
15 Material”) may occur during the course of production, the parties wish to agree upon a  
16 “clawback” procedure that will apply in the event that any Privileged Material is inadvertently  
17 produced.

18 11.3 By producing any document, the Producing Party does not waive its right to  
19 subsequently assert that certain produced documents are Privileged Material. A Receiving Party  
20 will not challenge the Producing Party’s right to assert that certain produced documents are  
21 Privileged Material, but the Receiving Party retains the right to refute the claim of privilege. The  
22 Receiving Party will not assert otherwise that, pursuant to Federal Rule of Evidence 502(b), any  
23 such disclosure of Privileged Material shall be considered “inadvertent” and that the Producing  
24 Party took reasonable steps to prevent it.

25 11.4 By any production of Privileged Material, the Producing Party does not intend to  
26 waive, and is not in fact waiving, as to the Receiving Party or any third party, the protection of  
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1 the attorney client-privilege, attorney work-product doctrine, or any other applicable privilege  
2 regarding the Privileged Material.

3 11.5 A Receiving Party will not assert in this or any other matter that (a) the Producing  
4 Party, by its production of Privileged Material, intends to waive, or is in fact waiving, as to the  
5 government or any third party, the protection of the attorney-client privilege, attorney work-  
6 product doctrine, or any other applicable privilege regarding the Privileged Material; or (b) the  
7 production of Privileged Material pursuant to this Stipulation constitutes a waiver by the  
8 Producing Party as to the government or any third party of the protection of the attorney-client  
9 privilege, attorney work-product doctrine, or any other applicable privilege regarding the  
10 Privileged Material.

11 11.6 If the Producing Party discovers that it has inadvertently disclosed Privileged  
12 Material, the Producing Party shall promptly upon discovery of such disclosure advise the  
13 Receiving Party in writing and request that the Privileged Material be returned or destroyed.  
14 Upon receiving such notification from the Producing Party, or upon independently discovering  
15 that the Producing Party inadvertently has produced Privileged Material, the Receiving Party shall  
16 promptly (within ten court days) return the Privileged Material to the Producing Party or destroy  
17 the Privileged Material, including all copies thereof and any other document or information  
18 derived from such inadvertently produced Privileged Material. A Receiving Party will use all  
19 reasonable efforts to preserve the confidentiality of the Privileged Material until such time as it is  
20 returned or destroyed, and agree that they will not use the Privileged Material in this or any other  
21 proceeding involving the Producing Party. The Producing Party will add any such returned or  
22 destroyed Privileged Material to its privilege log and will state the basis for withholding the  
23 Document from production.

24 **12. MISCELLANEOUS**

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
26 seek its modification by the court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
2 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
3 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
4 Party waives any right to object on any ground to use in evidence of any of the material covered  
5 by this Protective Order.

6           12.3 Filing Protected Material. Without written permission from the Designating Party  
7 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
8 the public record in this action any Protected Material. A Party that seeks to file under seal any  
9 Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected  
10 Material may only be filed under seal pursuant to a court order authorizing the sealing of the  
11 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a  
12 sealing order will issue only upon a request establishing that the Protected Material at issue is  
13 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a  
14 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-  
15 5(d) and General Order 62 is denied by the court, then the Receiving Party may file the  
16 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed  
17 by the court.

### 18           **13. FINAL DISPOSITION**

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

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on \_\_\_\_\_, 2012 in the case of *Fadi Saba v. Unisys Corporation, et al.*, U.S.D.C. – No.CA. Case No. C-12-2578 JSW. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

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

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

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

Signature: \_\_\_\_\_  
\_\_\_\_\_ [signature]