

1 EMARD DANOFF PORT TAMULSKI & PAETZOLD LLP
2 Eric Danoff (60915)
3 49 Stevenson Street, Suite 400
4 San Francisco, CA 94105
5 Telephone: (415) 227-9455
6 Facsimile: (415) 227-4255
7 E-Mail: edanoff@edptlaw.com

5 Attorneys for Defendants
Polar Tankers, Inc.
6 ConocoPhillips Company

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

10 PAUL HAWKINS,

Case No.: CV 12-03058 JSW

11 Plaintiff,

**STIPULATION FOR PROTECTIVE
ORDER AND [PROPOSED] ORDER
AS MODIFIED**

12 |

vs.

Date Action Filed: June 14, 2012

13 POLAR TANKERS, INC.,
14 CONOCOPHILLIPS COMPANY, and
Does One through Five, Inclusive,

Defendants.

STIPULATION

18 Plaintiff Paul Hawkins, through his attorney Lyle C. Cavin, Jr. of the Law Offices of Lyle
19 C. Cavin, Jr., and defendants Polar Tankers, Inc. (“Polar”) and ConocoPhillips Company
20 (“COP”), through their attorney Eric Danoff of Emard Danoff Port Tamulski & Paetzold LLP,
21 stipulate and request the Court to order as follows:

CONFIDENTIAL MATERIAL

23 1. This Stipulation and Order governs the exchange and disclosure of Confidential
24 Information, including but not limited to information relating to the Polar and
25 COP Safety Quality Environmental Management System ("SQEMS") Manual and
26 the Health and Safety Manual portion of the SQEMS Manual (the "Manuals").
27 2. "Confidential Information" shall mean all documents and information, in
28 whatever form, that are: (a) protected by a right to privacy or that qualify for

1 protection under applicable law; (b) confidential business, trade secret, or
 2 financial information; or (c) reproductions of the Manuals.

3 3. Each page or portion of a page of Confidential Information provided in writing
 4 shall be marked or designated as such, using a rubber stamp or other appropriate
 5 means, with the word "Confidential" or equivalent language. Any "Confidential"
 6 designation that is inadvertently omitted during discovery may be added by
 7 written notification to all counsel.

8 4. In the event of a disagreement over the designation of information as Confidential
 9 Information, the parties and any relevant third party shall attempt in good faith to
 10 resolve the disagreement before presenting the dispute to the court for resolution.

11 **USE OF CONFIDENTIAL INFORMATION**

12 5. It is the responsibility of counsel signing this Stipulation and Order on behalf of
 13 the parties to maintain all Confidential Information in a secure and appropriate
 14 manner so as to allow access to the Confidential Information only to those
 15 persons permitted access by this Stipulation and Order.

16 6. Confidential Information shall be: (a) held in strict confidence; (b) used or
 17 reproduced only in connection with the prosecution or defense of the claims in
 18 this action, including appeals; and (c) disclosed as necessary only to the
 19 following:

20 a. A party to the litigation;

21 b. Counsel of record to a party to the litigation, including any partner or
 22 employee of such counsel and any individual working for the same
 23 employer as counsel ("Counsel");

24 c. Any expert or consultant who is retained by Counsel and who signs a copy
 25 of the attached Acknowledgment and Agreement To Be Bound by
 26 Protective Order prior to receipt of the Confidential Information;

27 d. The court with jurisdiction in this action, including the judge and jury, and
 28 the staff of the court;

- 1 e. Non-party support services, including but not limited to outside copying
- 2 services and court reporting services, as may reasonably be necessary; and
- 3 f. Mediators and/or private judges engaged by the parties to assist in
- 4 resolving issues in the case.
- 5 7. This Stipulation and Order shall not be construed as granting the recipients of
- 6 Confidential Information any property rights, by license or otherwise, in any
- 7 Confidential Information.
- 8 8. Any Confidential Information shall not be used in or for any other cases, lawsuits,
- 9 proceedings, claims, disputes, or for any commercial, business, competitive, or
- 10 other purpose.
- 11 9. Counsel for the party producing Confidential Information shall be notified
- 12 promptly of any loss or unauthorized disclosure of Confidential Information.

USE OF CONFIDENTIAL INFORMATION IN DEPOSITION AND COURT

10. A deposition witness or attendee who is not allowed access to Confidential
11. Information under this Stipulation and Order shall be provided a copy of this
12. Stipulation and Order, be informed of its terms, and agree to abide by its terms.
13. 11. The parties agree to take reasonable measures to protect the Confidential
14. Information from collateral disclosure should a party to this action wish to
15. disclose Confidential Information in court, either at a hearing or in trial.

FILING CONFIDENTIAL INFORMATION WITH THE COURT

12. Anyone filing Confidential Information or documents containing Confidential
13. Information with the public courthouse or providing documents to the clerk of the
14. court for public filing or inspection shall be filed under seal pursuant to ~~applicable~~
15. Northern District Civil Local Rule 79-5.
16. ~~court rules~~ If a party fails to file Confidential Information or documents
17. containing Confidential Information under seal, any other party may request that
18. the clerk of court seal the filing in accordance with this Stipulation and Order.

DESTRUCTION OF CONFIDENTIAL INFORMATION

19. 13. At the conclusion of this action, including any appeals, and subject to document

1 retention law, any person or entity other than the parties, their Counsel, and the
 2 court who possesses Confidential Information shall either: (a) return the
 3 Confidential Information to the party who produced it; (b) destroy the
 4 Confidential Information: or (c) otherwise dispose of the Confidential Information
 5 as written agreement of the parties or court order may direct. A person who
 6 causes the destruction or disposal of Confidential Information pursuant to this
 7 Stipulation and Order shall provide counsel with written confirmation of that.

8 14. The obligations under this Stipulation and Order shall survive the conclusion of
 9 this action.

10 **TERMINATION OF OBLIGATION UNDER THIS STIPULATION AND ORDER**

11 15. This Stipulation and Order may be terminated by agreement of the parties or by
 12 court order. Such termination does not permit any recipient to disclose
 13 Confidential Information received prior to termination.

14 16. The obligations under this Stipulation and Order shall terminate as to particular
 15 Confidential Information when the recipient can document that the Confidential
 16 Information: (a) was in the public domain at the time it was obtained; (b) entered
 17 the public domain through no fault of the recipient after it was obtained;
 18 (c) rightfully came into the recipient's possession when no obligation of
 19 confidence was in place; or (d) was disposed of pursuant to paragraph 13.

20 **OTHER PROVISIONS**

21 17. Any person or entity who becomes an additional party to this action or becomes
 22 additional counsel to a party to this action shall be subject to this Stipulation and
 23 Order and any written modification of it.

24 18. This Stipulation and Order may be modified only in writing by agreement of the
 25 parties or by court order.

26 19. This Stipulation and Order may be executed in counterparts. Facsimile or email
 27 signatures shall be binding as if original signatures.

28 20. The parties agree to submit this Stipulation to the Court and to be bound by its

1 terms subsequent to Court approval of it.

2 Dated: July 19, 2013

LAW OFFICES OF LYLE C. CAVIN, JR.

3 By /s/ Lyle C. Cavin, Jr.

4 Lyle C. Cavin, Jr.
5 Attorneys for Plaintiff
Paul Hawkins

6 Dated: July 19, 2013

7 EMARD DANOFF PORT TAMULSKI & PAETZOLD LLP

8 By /s/ Eric Danoff

9 Eric Danoff
10 Attorneys for Defendants
Polar Tankers, Inc .
11 ConocoPhillips Company

12 **ORDER**

13 The Court, having reviewed the foregoing Stipulation, and good cause appearing,
14 approves the Stipulation and orders that the parties shall comply with its terms and conditions.

15
16 Dated: July 19, 2013

17 
18 JUDGE, U.S. DISTRICT COURT, NORTHERN DISTRICT
19 OF CALIFORNIA

20
21
22
23
24
25
26
27
28

EXHIBIT A

**ACKNOWLEDGMENT AND AGREEMENT TO BE
BOUND BY STIPULATION FOR PROTECTIVE ORDER**

The undersigned person has read and is fully familiar with the provisions of the attached
Stipulation for Protective Order filed in the matter Paul Hawkins v Polar Tankers, Inc., et al.,
U.S. District Court, Northern District of California, Case No. 12-CIV-03058-JSW.

As a condition precedent to the undersigned obtaining or examining any materials or information constituting "Confidential Information" as defined in the Stipulation for Protective Order the undersigned agrees: (a) that the Stipulation for Protective Order is binding on the undersigned; and (b) to observe and comply with the provisions of the Stipulation for Protective Order.

Dated: _____

[print name]

[signature]