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6 Attorneys for Defendant
 7 GOGO INC.

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN FRANCISCO DIVISION

12 JAMES STEWART, JOEL MILNE, and
 13 JOSEPH STRAZZULLO On Behalf of
 Themselves and All Others Similarly Situated,

14 Plaintiffs,

15 v.

16 GOGO INC.,

17 Defendant.

Case No. 12-cv-05164-EMC

STIPULATED PROTECTIVE ORDER

Courtroom: 5
 Judge: Hon. Edward M. Chen

1 **PROTECTIVE ORDER**

2 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court enters the
3 following Stipulated Protective Order (“Stipulated Protective Order”) limiting the disclosure and
4 use of certain discovered information as hereinafter provided.

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 disclosure
7 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
8 the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective
9 Order. The Parties acknowledge that this Order does not confer blanket protections on all
10 disclosures or responses to discovery and that the protection it affords from public disclosure and
11 use extends only to the limited information or items that are entitled to confidential treatment under
12 the applicable legal principles. The Parties further acknowledge that this Stipulated Protective
13 Order does not necessarily entitle them to file confidential information under seal; Civil Local Rule
14 79-5 and General Order 62 set forth the procedures that must be followed and the standards that will
15 be applied when a Party seeks permission from the Court to file material under seal.

16 IT IS HEREBY ORDERED THAT:

17 **1. Scope of Stipulated Protective Order**

18 a) Any Party or non-party that is required to produce documents or information
19 in discovery in this case may designate material produced as “Confidential Information” or “Highly
20 Confidential Information” pursuant to this Stipulated Protective Order. The designation of
21 information as Confidential Information or Highly Confidential Information shall constitute a
22 representation that such document or information has been reviewed and that the Producing Party
23 has a good faith basis that the designation satisfies the definitions contained herein. The procedures
24 set forth herein shall be employed for all documents and information so designated and the
25 disclosure and use of such Confidential Information shall be subject to this Stipulated Protective
26 Order.

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1 **2. Definitions**

2 b) **CONFIDENTIAL INFORMATION** as used in this Stipulated Protective
3 Order means documents (including but not limited to written discovery responses and answers) and
4 deposition testimony that the Producing Party designates as Confidential Information. A Producing
5 Party may designate as Confidential Information any document or deposition testimony that the
6 Party reasonably believes constitutes, contains, or reflects current trade secrets, current proprietary
7 financial and commercial information, or personal financial, medical, or prescribing information.

8 c) **HIGHLY CONFIDENTIAL INFORMATION** as used in this Stipulated
9 Protective Order means documents (including but not limited to written discovery responses and
10 answers) and deposition testimony that the Producing Party designates as Highly Confidential
11 Information. A Producing Party may designate as Highly Confidential Information any document
12 or deposition testimony that the Party has a reasonable good faith basis to believe constitutes,
13 contains, or reflects highly confidential information, including but not limited to, (1) highly
14 sensitive current trade secrets or current proprietary information, (2) highly sensitive business plans
15 and strategies, or competitive information, and (3) highly sensitive financial performance
16 information, which would result in substantial competitive harm to the Producing Party unless
17 restricted as set forth in Paragraph 7 of this Stipulated Protective Order.

18 d) **OUTSIDE COUNSEL** as used in this Stipulated Protective Order means the
19 law firms that are counsel of record in this litigation, including their associated attorneys, and other
20 persons regularly employed by such law firms, and temporary personnel retained by such law firms
21 to perform legal or clerical duties, or to provide logistical litigation support; provided that no person
22 who is or becomes a director, officer or employee of a Party shall be considered Outside Counsel.

23 e) **OUTSIDE CONSULTANT** as used in this Stipulated Protective Order means
24 any person who: (i) is retained by a party as a consultant solely for purposes of this litigation; (ii) at
25 the time of retention, is not an employee or consultant of the retaining party for non-litigation
26 purposes; (iii) agrees not to become an employee or consultant of the retaining party for non-
27 litigation purposes for a period of one year following the resolution of this litigation; and (iv) agrees
28 to be bound by the terms of this Stipulated Protective Order by executing Attachment A hereto.

1 Each Party's Outside Consultant shall be limited to such persons as, in the judgment of that
2 Party's Outside Counsel, are reasonably necessary for development and presentation of that Party's
3 case as a testifying or non-testifying expert.

4 f) CHALLENGING PARTY as used in this Stipulated Protective Order means
5 a Party or non-party who challenges the designation of information or items under this Order.

6 g) DESIGNATING PARTY as used in this Stipulated Protective Order means a
7 Party or non-party who designates information or items that it produces in disclosures or in response
8 to discovery as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

9 h) DISCLOSURE or DISCOVERY MATERIAL as used in this Stipulated
10 Protective Order means all items or information, regardless of the medium or manner in which it is
11 generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible
12 things), that are produced or generated in disclosures or response to discovery in this matter.

13 i) EXPERT as used in this Stipulated Protective Order means a person with
14 specialized knowledge or experience in a matter pertinent to the litigation that (1) has been retained
15 by a Party or its counsel to serve as an expert witness or as a consultant in this action, (2) is not a
16 past or current employee of a Party or of a Party's competitor, and (3) at the time of retention, is not
17 anticipated to become an employee of a Party or a Party's competitor.

18 j) HOUSE COUNSEL as used in this Stipulated Protective Order means
19 attorneys who are employees of a Party. House Counsel does not include Outside Counsel of
20 Record or any other outside counsel.

21 k) OUTSIDE COUNSEL OF RECORD as used in this Stipulated Protective
22 Order means attorneys who are not employees of a Party but are retained to represent or advise a
23 Party and have appeared in this action on behalf of that Party or are affiliated with a law firm which
24 has appeared on behalf of that Party.

25 l) PARTY as used in this Stipulated Protective Order means any party to this
26 action, including all of its officers, directors, employees, consultants, retained experts, and Outside
27 Counsel of Record (and their support staffs).
28

1 m) PRODUCING PARTY as used in this Stipulated Protective Order means any
2 Party or non-party producing discovery or disclosures in this action, as well as any persons and
3 individuals that provide litigation support services to such Party or non-party (e.g., photocopying,
4 videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving
5 data in any form or medium) and their employees and subcontractors.

6 n) PROTECTED MATERIAL as used in this Stipulated Protective Order means
7 any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY
8 CONFIDENTIAL.”

9 o) RECEIVING PARTY as used in this Stipulated Protective Order means any
10 Party that receives Disclosure or Discovery Material from a Producing Party.

11 **3. Duration**

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

19 **4. Designation of Information**

20 a) Documents and things produced by a Party or non-party during the course of
21 this litigation shall be designated as containing Confidential Information or Highly Confidential
22 Information by placing on each page and each thing a legend as follows:

23
24 CONFIDENTIAL INFORMATION
25 SUBJECT TO PROTECTIVE ORDER
26 or
27 HIGHLY CONFIDENTIAL INFORMATION
28 SUBJECT TO PROTECTIVE ORDER

b) During discovery, a Designating Party shall have the option to require that all
or certain documents and things be treated as containing Confidential Information or Highly

1 Confidential Information and to make its designations as to particular documents and things at the
2 time copies of documents and things are produced.

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

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

11 b) The Parties shall use reasonable care to avoid designating as Confidential
12 Information or Highly Confidential Information any document or information which is not entitled
13 to such designation or which is generally available to the public. Mass, indiscriminate, or
14 routinized designations are prohibited. Designations that are shown to be clearly unjustified or that
15 have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case
16 development process or to impose unnecessary expenses and burden on other parties) are
17 prohibited.

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

22 d) A Party may designate information disclosed at a deposition as Confidential
23 Information or Highly Confidential Information by requesting the court reporter to so designate the
24 transcript or specific portions thereof at the time of the deposition, or within fifteen (15) business
25 days after receipt of the transcript by providing written notice (in an email or other written notice)
26 of such designation to counsel of record for the Receiving Party. Pending the designation, if any, at
27 the end of that period, the transcript shall be treated as "Highly Confidential Information." If no
28 designation occurs within fifteen (15) business days, the Parties agree that the transcript will be

1 deemed neither Confidential nor Highly Confidential.

2 e) A Party may designate discovery responses, responses to interrogatories and
3 requests for admission, briefs, memoranda and all other papers filed with the Court or served on
4 opposing counsel as containing Confidential Information or Highly Confidential Information when
5 such papers are filed or served.

6 **6. Disclosure, Use and Handling of Confidential Information**

7 a) Confidential Information may only be used for the purposes of the above-
8 captioned action, and for no other purpose.

9 b) A Receiving Party may disclose Confidential Information of another Party or
10 a non-party only to: (1) Outside Counsel; (2) Outside Consultants; (3) authors, addressees, and
11 recipients of the Confidential Information, including (A) directors, officers, and employees of a
12 business entity to the extent that the Confidential Information was authored by, addressed to, or
13 received by the business entity, and (B) witnesses designated to testify for a business entity under
14 Fed. R. Civ. P. 30(b)(6) to the extent that the Confidential Information was authored by, addressed
15 to, or received by directors, officers, or employees of the business entity and is relevant to the
16 subjects on which the witness is designated to testify for the business entity; (4) current and former
17 directors, officers, and employees of the Producing Party, provided that no copies are retained by
18 former directors, officers, or employees; (5) outside photocopying, document storage, data
19 processing, or graphic production services employed or retained by the Parties or by Outside
20 Counsel to assist in this litigation; (6) court reporters, including stenographers and video
21 technicians; (7) the Court and any persons employed by it; and (8) the named parties, or directors,
22 officers, employees, or agents of Defendant Gogo Inc. (“Gogo”), to the extent necessary to the
23 prosecution or defense of the case, provided that each such individual is bound by the terms of this
24 Stipulated Protective Order. All documents, transcripts, or other materials containing Confidential
25 Information shall be maintained at the offices of the Parties’ counsel appearing as of record in this
26 action and at any other location where they are reasonably necessary for the conduct of this case,
27 such as nearby deposition and trial locations, at a document depository or document review
28 location, or at the location of an Outside Consultant. Notwithstanding any other provision in this

1 Order, Confidential Information of a Producing Party shall not be maintained or stored at the
2 business offices or premises of the Receiving Party.

3 c) In addition to the uses of Confidential Information set forth in Paragraphs
4 6(b)(1) – 6(b)(8), if a Receiving Party intends to use Confidential Information during the deposition
5 questioning of a deponent that does not fall into a description encompassed by Paragraphs 6(b)(1) –
6 6(b)(8), the Receiving Party shall, no later than 7 days prior to the noticed deposition date, inform in
7 writing to all counsel of record for the Designating Party of the Receiving Party’s intent to use such
8 Confidential Information during the deposition. If the Designating Party does not object or does not
9 respond to the written notice provided by the Receiving Party, the Receiving Party shall be free to
10 use the Confidential Information during the deposition. If the Designating Party objects to such use
11 and the Parties are unable to resolve their disagreement, the Designating Party may move for a
12 protective order or such further relief to seek to prevent the use of such Confidential Information
13 during the deposition questioning. Should the Designating Party inform the Receiving Party of its
14 intent to move for such a protective order, the Receiving Party may not use the Confidential
15 Information during the deposition at issue until the matter has been resolved by the Court. If the
16 Designating Party does not file its moving papers seeking the protective order within 21 days of
17 notifying the Receiving Party, the Receiving Party may use the Confidential Information during the
18 deposition at issue. In no event will a deponent be permitted to retain any Confidential Information
19 following the conclusion of the deposition.

20 d) Documents, papers, and transcripts filed with the Court which contain
21 information designated as Confidential Information shall be filed in a sealed envelope which shall
22 include a cover sheet taped to the outside which provides the caption of the case and a statement
23 substantially in the following form:

24 This envelope contains documents which have been designated as
25 CONFIDENTIAL INFORMATION pursuant to the Protective
26 Order entered in this case and is not to be opened or its contents
revealed absent a Court Order or stipulation of the Parties.

27 e) All documents, including attorney and Outside Consultant notes and
28 abstracts,

1 that contain another Party's Confidential Information shall be handled as if they were designated
2 pursuant to this section.

3 **7. Disclosure, Use and Handling of Highly Confidential Information**

4 a) Highly Confidential Information may only be used for the purposes of the
5 above-captioned action, and for no other purpose.

6 b) A Receiving Party may disclose Highly Confidential Information of another
7 Party or a non-party only to: (1) Outside Counsel; (2) Outside Consultants; (3) authors, addressees,
8 and recipients of the Highly Confidential Information, including (A) directors, officers, and
9 employees of a business entity to the extent that the Highly Confidential Information was authored
10 by, addressed to, or received by the business entity, and (B) witnesses designated to testify for a
11 business entity under Fed. R. Civ. P. 30(b)(6) to the extent that the Highly Confidential Information
12 was authored by, addressed to, or received by directors, officers, or employees of the business entity
13 and is relevant to the subjects on which the witness is designated to testify for the business entity;
14 (4) current and former directors, officers, and employees of the Producing Party, provided that no
15 copies are retained by former directors, officers, or employees; (5) court reporters, including
16 stenographers and video technicians; (6) outside photocopying, document storage, data processing
17 or graphic production services employed or retained by the parties or by Outside Counsel to assist
18 in this litigation; (7) Margee Elias, General Counsel of Gogo; and (8) the Court and any persons
19 employed by it. All documents, transcripts, or other materials containing Highly Confidential
20 Information shall be maintained at the offices of the Parties' counsel appearing as of record in this
21 action and at any other location where they are reasonably necessary for the conduct of this case,
22 such as nearby deposition and trial locations, at a document depository or document review
23 location, or at the location of an Outside Consultant.

24 c) Documents, papers, and transcripts filed with the Court which contain
25 information designated as Highly Confidential Information shall be filed in a sealed envelope which
26 shall include a cover sheet taped to the outside which provides the caption of the case and a
27 statement substantially in the following form:

28 This envelope contains documents which have been designated as

1 HIGHLY CONFIDENTIAL INFORMATION pursuant to the
2 Protective Order entered in this case and is not to be opened or its
3 contents revealed absent a Court Order or stipulation of the Parties.

4 d) All documents, including attorney and Outside Consultant notes and
5 abstracts, that contain another Party's Highly Confidential Information shall be handled as if they
6 were designated pursuant to this section.

7 **8. Protected Material Subpoenaed or Ordered Produced in Other Litigation**

8 a) If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this action as "Confidential" or
10 "Highly Confidential" that Party must:

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

13 (2) promptly notify in writing the Party who caused the subpoena or order
14 to issue in the other litigation that some or all of the material covered
15 by the subpoena or order is subject to this Stipulated Protective Order.
16 Such notification shall include a copy of this Stipulated Protective
17 Order; and

18 (3) cooperate with respect to all reasonable procedures sought to be
19 pursued by the Designating Party whose Protected Material may be
20 affected.

21 b) If the Designating Party timely seeks a protective order, the Party served with
22 the subpoena or court order shall not produce any information designated in this action as
23 "Confidential" or "Highly Confidential" before a determination by the court from which the
24 subpoena or order issued, unless the Party has obtained the Designating Party's permission. The
25 Designating Party shall bear the burden and expense of seeking protection in that court and nothing
26 in these provisions should be construed as authorizing or encouraging a Receiving Party in this
27 action to disobey a lawful directive from another court.

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1 **9. A Non-Party’s Protected Material Sought to be Produced in this Litigation**

2 a) The terms of this Order are applicable to information produced by a non-
3 party in this action and designated as “Confidential” or “Highly Confidential.” Such information
4 produced by non-parties in connection with this litigation is protected by the remedies and relief
5 provided by this Order. Nothing in these provisions should be construed as prohibiting a non-party
6 from seeking additional protections.

7 b) In the event that a Party is required, by a valid discovery request, to produce a
8 non-party’s confidential information in its possession, and the Party is subject to an agreement with
9 the non-party not to produce the non-party’s confidential information, then the Party shall:

10 (1) Promptly notify in writing the Requesting Party and the non-party that
11 some or all of the information requested is subject to a confidentiality
12 agreement with a non-party;

13 (2) Promptly provide the non-party with a copy of the Stipulated
14 Protective Order in this litigation, the relevant discovery request(s),
15 and a reasonably specific description of the information requested;
16 and

17 (3) Make the information requested available for inspection by the non-
18 party.

19 c) If the non-party fails to object or seek a protective order from this Court
20 within 14 days of receiving the notice and accompanying information, the Receiving Party may
21 produce the non-party’s confidential information responsive to the discovery request. If the non-
22 party timely seeks a protective order, the Receiving Party shall not produce any information in its
23 possession or control that is subject to the confidentiality agreement with the non-party before a
24 determination by the Court. Absent a court order to the contrary, the non-party shall bear the
25 burden and expense of seeking protection in this Court of its Protected Material.

26 **10. Inadvertent Failure to Designate**

27 a) In the event that a Producing Party inadvertently fails to designate its
28 information, it may later designate by notifying the Receiving Party in writing. The Receiving

1 Party shall take reasonable steps to see that the information at issue is thereafter treated in
2 accordance with the designation, and late designation shall not be deemed a waiver of the
3 confidential status of the information at issue, except as provided in Paragraph 5(c) of this
4 Stipulated Protective Order.

5 b) No person or Party shall incur any liability hereunder with respect to
6 disclosure which occurred prior to receipt of written notice of a belated designation. This
7 Stipulated Protective Order shall have no application with respect to disclosure which occurred
8 prior to receipt of written notification of a belated designation.

9 **11. Challenge to Designations**

10 a) A Receiving Party may challenge a Producing Party's designation at any
11 time. A failure of any Party to expressly challenge a designation shall not constitute a waiver of the
12 right to assert at a subsequent time that a designation is not in fact appropriate for any reason.

13 b) Any Receiving Party disagreeing with the designation of any information
14 received from the Producing Party as Confidential Information or Highly Confidential Information,
15 and desiring to disclose or to permit disclosure of the same other than as permitted in the Stipulated
16 Protective Order, may request in writing that the Producing Party change the designation. The
17 Producing Party shall then have ten (10) business days from the date of receipt of the notification to:
18 (i) advise the Receiving Party whether or not it will change the designation; and (ii) if it will not
19 change that designation, to explain the reasons for the particular designation.

20 c) If the Producing Party denies a request made under Paragraph 11(b), the
21 Receiving Party may then move the Court for an order removing or changing the designation;
22 provided, however, that no disclosure of designated information shall be made prior to an order
23 by the Court permitting such disclosure. If such a motion is made, the Producing Party shall
24 have the burden to establish that the designation is proper.

25 d) Information shall not be considered confidential if:

- 26 (1) the information in question has become available publicly or was
27 otherwise disclosed to the public through no violation of this
28 Stipulated Protective Order; or

1 (2) the information was lawfully known to the Receiving Party prior to its
2 receipt from the Producing Party, or was independently developed by
3 the Receiving Party. This includes any information known to the
4 Receiving Party prior to the disclosure or obtained by the Receiving
5 Party after the disclosure from a source who obtained the information
6 lawfully and under no obligation of confidentiality to the Designating
7 Party; or

8 (3) the information was received by the Receiving Party from a non-
9 party having the right to make such a disclosure.

10 **12. Inadvertent Disclosure**

11 a) In the event of an inadvertent disclosure of another Party's Confidential
12 Information or Highly Confidential Information, as defined by this Stipulated Protective Order, the
13 Party making the inadvertent disclosure shall, upon learning of the disclosure:

14 (1) promptly notify the person to whom the disclosure was made that it
15 contains Confidential Information or Highly Confidential Information
16 subject to this Stipulated Protective Order;

17 (2) promptly make all reasonable efforts to obtain the return of and
18 preclude dissemination or use of the Confidential Information or
19 Highly Confidential Information by the person to whom disclosure
20 was inadvertently made; and

21 (3) within five (5) days, notify the Producing Party of the identity of the
22 person to whom the disclosure was made, the circumstances
23 surrounding the disclosure, and the steps taken to ensure against the
24 dissemination or use of the information.

25 **13. Non-Party Information**

26 a) Discovery in this proceeding of a non-party may involve disclosure of its
27 Confidential Information or Highly Confidential Information, which, if designated pursuant to
28 Paragraph 4, shall be subject to the provisions of the Stipulated Protective Order and provide the

1 non-party with all of the rights and obligations of a Party to this Stipulated Protective Order.

2 **14. Communications and Drafts Involving Outside Consultants**

3 a) The following types of information shall not be the subject of discovery:
4 (1) the content of communications among and between: (a) counsel and Outside Consultants,
5 whether such Outside Consultants are serving as testifying or non-testifying experts; (b) Outside
6 Consultants and other Outside Consultants; and/or (c) Outside Consultants and their respective
7 staffs, and (2) notes, drafts, written communications or other types of preliminary work created by,
8 or for, Outside Consultants. The foregoing exclusions from discovery will not apply to any
9 communications or documents upon which testifying Outside Consultants rely as a basis for their
10 opinions or reports.

11 **15. Hearings and Trial**

12 a) Nothing herein shall restrict the right of any Party to use Confidential
13 Information or Highly Confidential Information at a hearing or at trial. In the event of a hearing or
14 trial in this matter in which any Party presents Confidential Information or Highly Confidential
15 Information to the Court or a jury, adequate safeguards will be put into place to protect against the
16 dissemination of such information to outside parties, including closing the portion of the hearing or
17 trial that involves the presentation of Confidential Information or Highly Confidential Information.
18 In the event of a hearing or trial, the Parties shall meet and confer and agree upon the least intrusive
19 means to protect such information.

20 **16. Filing Designated Information Under Seal**

21 a) Any party wishing to file any information or materials designated
22 confidential or pleadings, motions or other papers disclosing any information or materials
23 designated confidential shall follow the procedures set forth in Civil L.R. 79-5 for doing so.

24 b) Nothing in this section shall limit or restrict any of the other provisions
25 contained in this Stipulated Protective Order.

26 **17. Conclusion of Litigation**

27 a) Except as provided herein, within 60 days of the conclusion of this litigation,
28

1 each Party or other person subject to the terms hereof shall be under an obligation to destroy or
2 return to the Producing Party all materials and documents containing Confidential Information or
3 Highly Confidential Information, and to certify to the Producing Party such destruction or return.
4 Such return or destruction shall not relieve said Parties or persons from any of the continuing
5 obligations imposed upon them by this Stipulated Protective Order. As to those materials that
6 contain or reflect counsel's work product, counsel of record for the Parties shall be entitled to retain
7 such work product in their files in accordance with the provisions of this Stipulated Protective
8 Order. Counsel shall be entitled to retain pleadings, affidavits, motions, briefs, other papers filed
9 with the Court, deposition transcripts, and the trial record (including exhibits) even if such materials
10 contain Confidential Information or Highly Confidential Information, so long as such pleadings,
11 affidavits, motions, briefs, other papers filed with the Court, deposition transcripts, and the trial
12 record (including exhibits), in accordance with the provisions of this Stipulated Protective Order,
13 are clearly marked to reflect that they contain information subject to this Stipulated Protective
14 Order, and maintained as such.

15 **18. Production of Privileged Documents or Information**

16 a) The production of documents or information subject to the attorney-client
17 privilege, work product doctrine, or other privilege shall not, in itself, constitute an automatic
18 waiver of that privilege for the document or its subject matter. Upon written notice of such
19 production from the Producing Party, and provided that such written notice is sent no later than 60
20 days following the date set by the Court as the date for the close of all fact discovery, the Receiving
21 Party shall return the documents and all copies to the Producing Party.

22 **19. Modification**

23 a) Nothing herein shall restrict the power of the Court to modify this Stipulated
24 Protective Order or any term hereof for good cause shown. The Parties may modify this Stipulated
25 Protective Order by stipulation filed with the Court.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: July 15, 2013

SHEARMAN & STERLING LLP

3
4 By: /s/ Mikael Abye
5 Mikael Abye

6 Attorneys for Defendant
7 GOGO INC.

8 DATED: July 15, 2013

THE MEHDI FIRM

9 THE KATRIEL LAW FIRM

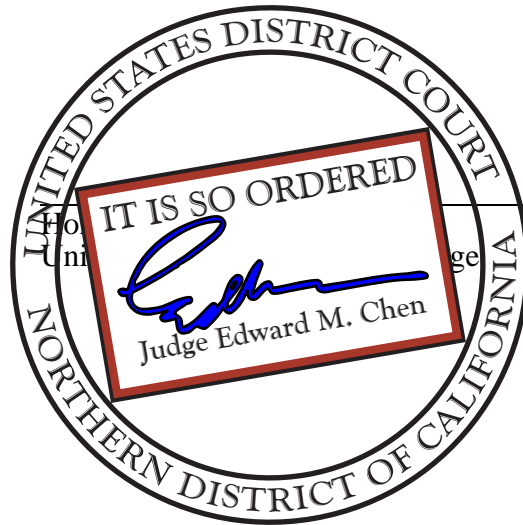
10 KRAUSE KALFAYAN BENINK &
11 SLAVENS LLP

12
13 By: /s/ Roy Katriel*
14 Roy Katriel

15 Attorneys for Plaintiffs

16 IT IS SO ORDERED.

17 Date: 7/16/13



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28 * I, Mikael Abye, am the ECF User whose ID and password are being used to file this Stipulated Protective Order. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that Roy Katriel has concurred in this filing.

1 [ATTACHMENT A]

2 **Acknowledgment and Agreement to Be Bound**

3 The undersigned hereby acknowledges that (s)he has read the attached Stipulated Protective
4 Order entered in the action *Stewart v. Gogo, Inc.*, Case No. 12-cv-05164-EMC pending in the
5 United States District Court for the Northern District of California, understands the terms thereof,
6 and agrees to be bound by such terms. The undersigned further agrees to submit to the jurisdiction
7 of the above-referenced Court for any action to enforce the terms of the Stipulated Protective Order.

8
9 Dated: _____

Signature

(Type or print name)