

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861

1 JEFFREY F. KELLER (SBN 148005)
2 jfkeller@kellergrover.com
3 CAREY G. BEEN (SBN 240996)
4 cbeen@kellergrover.com
5 SARAH R. HOLLOWAY (SBN 254134)
6 sholloway@kellergrover.com
7 **KELLER GROVER, LLP**
8 1965 Market Street
9 San Francisco, California 94103
10 Tel: (415) 543-1305 / Fax: (415) 543-7861

11 DAVID SCHACHMAN (*PRO HAC VICE*)
12 ds@schachmanlaw.com
13 **LAW OFFICES OF DAVID**
14 **SCHACHMAN, P.C.**
15 55 West Monroe Street, Suite 2970
16 Chicago, Illinois 60603
17 Tel: (312) 427-9500 / Fax: (312) 268-2425

18 JOHN G. JACOBS (*PRO HAC VICE*)
19 jgjacobs@jacobskolton.com
20 BRYAN G. KOLTON (*PRO HAC VICE*)
21 bgkolton@jacobskolton.com
22 **JACOBS KOLTON, CHTD.**
23 55 West Monroe Street, Suite 2970
24 Chicago, Illinois 60603
25 Tel: (312) 427-4000 / Fax: (312) 268-2425

Attorneys for Plaintiff
BEVERLY NUNES
and the Putative Class

DAVID H. KRAMER (SBN 168452)
dkramer@wsgr.com
DAVID J. STRANDNESS (SBN 292416)
dstrandness@wsgr.com
JARRED O. TAYLOR III (SBN 291620)
jataylor@wsgr.com
**WILSON SONSINI GOODRICH &
ROSATI**
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050
Tel: (650) 493-9300 / Fax: (650) 493-6811

TONIA OUELLETTE KLAUSNER
(*PRO HAC VICE*)
tklausner@wsgr.com
BRIAN M. WILLEN (*PRO HAC VICE*)
bwillen@wsgr.com
**WILSON SONSINI GOODRICH &
ROSATI**
Professional Corporation
1301 Avenue of the Americas, 40th Floor
New York, NY 10019-6022
Tel: (212) 999-5800 / Fax: (212) 999-5899

Attorneys for Defendant
TWITTER, INC.

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

BEVERLY NUNES, individually and on behalf
of a class of similarly situated individuals,

Plaintiff,

v.

TWITTER, INC.,

Defendant.

Case No: 3:14-cv-02843-VC

CLASS ACTION

[PROPOSED]
STIPULATED PROTECTIVE ORDER

Judge: Hon. Vince Chhabria

1 1. PURPOSES AND LIMITATIONS

2 Disclosures 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, below, that this Stipulated Protective Order does not entitle them to file
11 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
12 followed and the standards that will be applied when a party seeks permission from the Court to
13 file material under seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
16 information or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: Disclosure or Discovery Material
18 (regardless of how generated, stored or maintained) that contains or reflects non-public,
19 confidential, proprietary, or otherwise sensitive information as to which the Designating Party
20 customarily takes steps to limit or prevent its disclosure, including without limitation confidential
21 and proprietary technical, research, or development information; commercial, financial,
22 budgeting, and/or accounting information; information about customers; marketing and branding
23 studies; licensing agreements; business strategies, decisions, negotiations, and/or pricing;
24 information about non-public legal settlements; and confidential and proprietary information
25 about affiliates, parents, subsidiaries, and third parties with whom the Designating Party has had
26 business relationships.

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

1 2.4 Designated House Counsel: House Counsel who seek access to “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

3 2.5 Designating Party: a Party or Non-Party that designates information or items that
4 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

6 2.6 Disclosure or Discovery Material: all items or information, regardless of the
7 medium or manner generated, stored, or maintained (including, among other things, testimony,
8 transcripts, or tangible things) that are produced or generated in disclosures or responses to
9 discovery in this matter.

10 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
11 the litigation who has been retained by a Party or its Counsel to serve as an expert witness or as a
12 consultant in this action.

13 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
14 Items: Disclosure or Discovery Material (regardless of how generated, stored or maintained) that
15 contains or reflects highly confidential information, the disclosure of which to another party
16 would create a risk of competitive injury that could not be avoided by less restrictive means,
17 including without limitation highly sensitive technical, business, or research information
18 regarding products (including source code, licensing agreements, or customer lists); highly
19 sensitive financial and marketing plans; and information regarding non-public legal settlements.

20 2.9 House Counsel: attorneys who are employees of a Party. House Counsel does not
21 include any Outside Counsel of Record or any other outside counsel.

22 2.10 Non-Party: any natural person, partnership, corporation, associations, or other
23 legal entity not named as a Party to this action.

24 2.11 Outside Counsel of Record: attorneys who are not employees of a Party but who
25 are retained to represent or advise a Party and who have appeared in this action on behalf of that
26 Party or are associated with a law firm which has appeared on behalf of that Party.

27 2.12 Party: any party to this action, including all of its officers, directors, employees,
28 consultants, retained experts, and outside counsel of record (and their support staff).

1 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
2 Material in this action.

3 2.14 Professional Vendors: persons or entities that provide litigation support services
4 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,
5 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

6 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

8 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a
9 Producing Party.

10 3. SCOPE

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

1 completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this action,
2 including the time limits for filing any motions or applications for extension of time pursuant to
3 applicable law. Jurisdiction of this action is to be retained by this Court after final disposition for
4 purposes of enabling any party to this Protective Order to apply to the Court for such direction,
5 order, or further decree as may be appropriate for the construction, modification, enforcement, or
6 compliance with this Order or for the punishment of any violation thereof, or for such additional
7 relief as may become necessary to realize the intentions of the Order.

8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Exercise of Restraint and Care in Designating Material for Protection: Each Party
10 or Non-Party that designates information or items for protection under this Order must take care
11 to limit any such designation to specific material that qualifies under the appropriate standards.
12 The Designating Party must designate for protection only those parts of material, documents,
13 items, or oral or written communications that qualify – so that other portions of the material,
14 documents, items, or communications for which protection is not warranted are not swept
15 unjustifiably within the ambit of this Order.

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

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

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

27 Designation in conformity with this Order requires:

- 28 (a) For information in documentary form (e.g., paper or electronic documents

1 but not transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
2 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY” to each page that contains protected material. If only a portion or portions of the material
4 on a page qualifies for protection, the Producing Party also must clearly identify the protected
5 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
6 portion, the level of protection being asserted.

7 (b) A Party or Non-Party that makes original documents or materials available
8 for inspection need not designate them for protection until after the inspecting Party has indicated
9 which material it would like copied and produced. During the inspection and before the
10 designation, all of the material made available for inspection shall be deemed “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
12 documents it wants copied and produced, the Producing Party must determine which documents,
13 or portions thereof, qualify for protection under this Order. Then, before producing the specified
14 documents, the Producing Party must affix either the “CONFIDENTIAL” or “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that contains Protected
16 Material.

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

1 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2 All Parties shall give the other Parties notice if they reasonably expect a deposition,
3 hearing or other proceeding to include Protected Material so that the other Parties can ensure that
4 individuals present at those proceedings are authorized to be there and have signed the
5 “Acknowledgment and Agreement to Be Bound” by Protective Order, attached hereto as Exhibit
6 A. The use of a document as an exhibit at a deposition shall not in any way affect its designation
7 as “CONFIDENTIAL” or “HIGHLY 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 and
11 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 the 21-day period for designation shall be treated during that period as if it has been
14 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
15 otherwise agreed, and after the expiration of that period only as actually designated.

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

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

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges: Any Party or Non-Party may challenge a designation of
3 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
5 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
6 challenge a confidentiality designation by electing not to mount a challenge promptly after the
7 original designation is disclosed.

8 6.2 Meet and Confer: The Challenging Party shall initiate the dispute resolution
9 process by providing written notice of each designation it is challenging and describing the basis
10 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
11 notice must recite that the challenge to confidentiality is being made in accordance with this
12 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
13 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
14 forms of communication are not sufficient) within 14 days of the date of service of notice. In
15 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
16 designation was not proper and must give the Designating Party an opportunity to review the
17 designated material, to reconsider the circumstances, and, if no change in designation is offered,
18 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
19 stage of the challenge process only if it has engaged in this meet and confer process first or
20 establishes that the Designating Party is unwilling to participate in the meet and confer process in
21 a timely manner.

22 6.3 Judicial Intervention: If the Parties cannot resolve a challenge without court
23 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
24 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days
25 of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer
26 process will not resolve their dispute, whichever is earlier. Each such motion must be
27 accompanied by a competent declaration affirming that the movant has complied with the meet
28 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to

1 make such a motion including the required declaration within 21 days (or 14 days, if applicable)
2 shall automatically waive the confidentiality designation for each challenged designation. In
3 addition, the Challenging Party may file a motion challenging a confidentiality designation at any
4 time if there is good cause for doing so, including a challenge to the designation of a deposition
5 transcript or any portions thereof. Any motion brought pursuant to this provision must be
6 accompanied by a competent declaration affirming that the movant has complied with the meet
7 and confer requirements imposed by the preceding paragraph.

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

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles: A Receiving Party may use Protected Material that is disclosed
17 or produced by another Party or Non-Party in connection with this case only for prosecuting,
18 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
19 the categories of persons and under the conditions described in this Order. When the litigation
20 has been terminated, a Receiving Party must comply with the provisions of Section 13, below
21 (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party
22 at a location and in a secure manner that ensures that access is limited to the persons authorized
23 under this Order.

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

27 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
28 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the

1 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
2 Bound” by Protective Order that is attached hereto as Exhibit A;

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

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

9 (d) the Court and its personnel;

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

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

20 (g) any person indicated on the face of the document to be the author, addressee or
21 recipient of a document containing the information, or a custodian or other person who otherwise
22 possessed or knew the information.

23 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
24 Information or Items: Unless otherwise ordered by the Court or permitted in writing by the
25 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

27 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
28 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the

1 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
2 Bound” by Protective Order (Exhibit A);

3 (b) Designated House Counsel of the Receiving Party to whom disclosure is
4 reasonably necessary for this litigation, who has signed the “Acknowledgment and Agreement to
5 Be Bound” by Protective Order (Exhibit A), and as to whom the procedure set forth in paragraph
6 7.4, below, have been followed.

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

10 (d) the Court and its personnel;

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

15 (f) any person indicated on the face of the document to be the author, addressee or
16 recipient of a document containing the information, or a custodian or other person who otherwise
17 possessed or knew the information.

18 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Designated House
20 Counsel: The Parties shall exchange lists of the names of Designated House Counsel to whom
21 any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
22 EYES ONLY” pursuant to paragraph 7.3(b) may be disclosed.

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

25 If a Party is served with a subpoena or a court order issued in other litigation that compels
26 disclosure of any information or items designated in this action as “CONFIDENTIAL,” or
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

28 (a) promptly notify in writing the Designating Party. Such notification shall include a

1 copy of the subpoena or court order;

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

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

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

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

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

24 (1) promptly notify in writing the Requesting Party and the Non-Party that some
25 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

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

1 (3) make the information requested available for inspection by the Non-Party.

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

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
19 MATERIAL

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

1 12. FILING PROTECTED MATERIAL

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

12 13. FINAL DISPOSITION

13 Within 60 days after the final disposition of this action, as defined in Section 4, each
14 Receiving Party must return all Protected Material to the Producing Party or destroy such
15 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
16 compilations, summaries or any other form of reproducing or capturing any of the Protected
17 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
18 submit a written certification to the Producing Party (and, if not the same person or entity, to the
19 Designating Party) by the 60-day deadline that identifies (by category, where appropriate) all the
20 Protected Material that was returned or destroyed and affirms that the Receiving Party has not
21 retained any copies, abstracts, compilations, summaries or other forms of reproducing or
22 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
23 retain an archival copy of all pleadings, motion papers, trial, deposition transcripts, hearing
24 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports,
25 attorney work product, and consultant and expert work product, even if such materials contain
26 Protected Material. Any such archival copies that contain or constitute Protected Material remain
27 subject to this Protective Order as set forth in Section 4 (DURATION), above.
28

1 14. MISCELLANEOUS

2 14.1 Right to Further Relief: Nothing in this Order abridges the right of any person to
3 seek its modification by the Court in the future, including but not limited to a Party seeking
4 additional protections for Protected Material that is especially commercially sensitive.

5 14.2 Right to Assert Other Objections: By stipulating to the entry of this Protective
6 Order, no Party waives any right it otherwise would have to object to disclosing or producing any
7 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
8 no Party waives any right to object on any ground to use in evidence of any of the material
9 covered by this Stipulated Protective Order.

10
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12 Dated: December 9, 2014

JACOBS KOLTON, CHTD.

13
14
15 By: /s/ John G. Jacobs

JOHN G. JACOBS

BRYAN G. KOLTON

Attorneys For Plaintiff

BEVERLY NUNES

and the Putative Class

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20 Dated: December 9, 2014

WILSON SONSINI GOODRICH & ROSATI

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22 By: /s/ David H. Kramer

DAVID H. KRAMER

TONIA OUELLETTE KLAUSNER

BRIAN M. WILLEN

DAVID J. STRANDNESS

JARRED O. TAYLOR, III

Attorneys For Defendant

TWITTER, INC.

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CERTIFICATION

I, David H. Kramer, am the ECF User whose identification and password are being used to file this [PROPOSED] STIPULATED PROTECTIVE ORDER. In compliance with Civil Local Rule 5-1(i), I hereby attest that concurrence in the filing of this document has been obtained from all of the signatories.

Dated: December 9, 2014

/s/ David H. Kramer

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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 [date] in the
case of *Nunes v. Twitter, Inc.*, Case No. 3:14-cv-02843-VC.

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.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: December 10, 2014



VINCE CHHABRIA
UNITED STATES DISTRICT JUDGE