

1 Hassan A. Zavareei (SBN 181547)
 2 hzavareei@tzlegal.com
 3 **TYCKO & ZAVAREEI LLP**
 4 2000 L Street, N.W., Suite 808
 5 Washington, DC 20036
 6 Tel.: (202) 973-0900
 7 Fax: (202) 973-0950

8 *Attorney for Plaintiffs Kerry Reardon,*
 9 *James Lathrop, Julie McKinney,*
 10 *Jonathan Grindell, Sandeep Pal,*
 11 *Jennifer Reilly, and Justin Bartolet*

12 **LOCKE LORD LLP**
 13 Susan J. Welde (SBN: 205401)
 14 swelde@lockelord.com
 15 300 South Grand Avenue, Suite 2600
 16 Los Angeles, California 90071
 17 Telephone: (213) 485-1500
 18 Facsimile: (213) 485-1200

19 **LOCKE LORD LLP**
 20 Martin Jaszczuk (Pro Hac Vice)
 21 mjaszczuk@lockelord.com
 22 Nick J. Di Giovanni (Pro Hac Vice)
 23 ndigiovanni@lockelord.com
 24 111 S. Wacker Drive
 25 Chicago, Illinois 60606
 26 Telephone: (312) 443-0700
 27 Facsimile: (312) 443-0336

28 *Attorneys for Defendant Uber Technologies, Inc.*

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

21 PLAINTIFFS KERRY REARDON, JAMES
 22 LATHROP, JULIE MCKINNEY,
 23 JONATHAN GRINDELL, SANDEEP PAL,
 24 JENNIFER REILLY, and JUSTIN
 25 BARTOLET on behalf of themselves and all
 26 others similarly situated,
 27
 28 Plaintiffs,
 v.
 UBER TECHNOLOGIES, INC.
 Defendant.

Civil Action No. 14-cv-05678-JST

**STIPULATED PROTECTIVE
 ORDER**

The Honorable Jon S. Tigar

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
6 Order. The parties acknowledge that this Order does not confer blanket protections on all
7 disclosures or responses to discovery and that the protection it affords from public disclosure and
8 use extends only to the limited information or items that are entitled to confidential treatment under
9 the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3, below,
10 that this Stipulated Protective Order does not entitle them to file confidential information under seal;
11 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
12 applied when a party seeks permission from the court to file material under seal.

13 2. DEFINITIONS

14 2.1. Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.2. “CONFIDENTIAL” Information or Items: information (regardless of how it is
17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
18 Civil Procedure 26(c).

19 2.3. Counsel: Outside Counsel of Record and House Counsel (as well as their support
20 staff).

21 2.4. Designating Party: a Party or Non-Party that designates information or items that it
22 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE
24 CODE.”

25 2.5. Disclosure or Discovery Material: all items or information, regardless of the medium
26 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
27 transcripts, and tangible things), that are produced or generated in disclosures or responses to
28 discovery in this matter.

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

6 2.7. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
7 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party
8 or Non-Party would create a substantial risk of serious harm that could not be avoided by less
9 restrictive means.

10 2.8. “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items: extremely
11 sensitive “Confidential Information or Items” representing computer code and associated comments
12 and revision histories, formulas, engineering specifications, or schematics that define or otherwise
13 describe in detail the algorithms or structure of software or hardware designs, disclosure of which to
14 another Party or Non-Party would create a substantial risk of serious harm that could not be avoided
15 by less restrictive means.

16 2.9. House Counsel: attorneys who are employees of a party to this action. House
17 Counsel does not include Outside Counsel of Record or any other outside counsel.

18 2.10. Non-Party: any natural person, partnership, corporation, association, or other legal
19 entity not named as a Party to this action.

20 2.11. Outside Counsel of Record: attorneys who are not employees of a party to this action
21 but are retained to represent or advise a party to this action and have appeared in this action on
22 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

23 2.12. Party: any party to this action, including all of its officers, directors, employees,
24 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

25 2.13. Producing Party: a Party or Non-Party that produces Disclosure or Discovery
26 Material in this action.

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1 2.14. Professional Vendors: persons or entities that provide litigation support services
2 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
3 storing, or retrieving data in any form or medium) and their employees and subcontractors.

4 2.15. Protected Material: any Disclosure or Discovery Material that is designated as
5 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or
6 “HIGHLY CONFIDENTIAL – SOURCE CODE.”

7 2.16. Receiving Party: a Party that receives Disclosure or Discovery Material from a
8 Producing Party.

9 3. SCOPE

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

22 4. DURATION

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

1 5. DESIGNATING PROTECTED MATERIAL

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

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

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

17 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order
18 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
19 Disclosure or Discovery

20 Material that qualifies for protection under this Order must be clearly so designated before
21 the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
24 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
25 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
26 “HIGHLY CONFIDENTIAL – SOURCE CODE” to each page that contains protected material. If
27 only a portion or portions of the material on a page qualifies for protection, the Producing Party also
28 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins)

1 and must specify, for each portion, the level of protection being asserted.

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

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

28 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or

1 other proceeding to include Protected Material so that the other parties can ensure that only
2 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
3 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
4 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY.”

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

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

21 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
22 designate qualified information or items does not, standing alone, waive the Designating Party’s
23 right to secure protection under this Order for such material. Upon timely correction of a
24 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
25 in accordance with the provisions of this Order.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of
28 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality

1 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
2 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
3 challenge a confidentiality designation by electing not to mount a challenge promptly after the
4 original designation is disclosed.

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

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

1 portions thereof. Any motion brought pursuant to this provision must be accompanied by a
2 competent declaration affirming that the movant has complied with the meet and confer
3 requirements imposed by the preceding paragraph.

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

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or
13 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
14 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
15 the categories of persons and under the conditions described in this Order. When the litigation has
16 been terminated, a Receiving Party must comply with the provisions of section 14 below (FINAL
17 DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a location and in a
19 secure manner¹ that ensures that access is limited to the persons authorized under this Order.

20 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
21 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
22 information or item designated “CONFIDENTIAL” only to:

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

27 _____
28 ¹ It may be appropriate under certain circumstances to require the Receiving Party to store any electronic Protected
Material in password-protected form.

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

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

7 (d) the court and its personnel;

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

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

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

19 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and
20 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items. Unless otherwise ordered
21 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
22 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
23 “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

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

28 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this

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

3 (c) the court and its personnel;

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

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

9 7.4. Procedures for Approving or Objecting to Disclosure of “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE
11 CODE” Information or Items to Experts.

12 (a) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a
13 Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has
14 been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
15 CONFIDENTIAL – SOURCE CODE” pursuant to paragraph 7.3(b) first must make a written
16 request to the Designating Party that (1) identifies the general categories of “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE
18 CODE” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets
19 forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a
20 copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies
21 each person or entity from whom the Expert has received compensation or funding for work in his
22 or her areas of expertise or to whom the expert has provided professional services, including in
23 connection with a litigation, at any time during the preceding five years,² and (6) identifies (by
24 name and number of the case, filing date, and location of court) any litigation in connection with
25 which the Expert has offered expert testimony, including through a declaration, report, or testimony

26 _____
27 ² If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert
28 should provide whatever information the Expert believes can be disclosed without violating any confidentiality
agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with the Designating
Party regarding any such engagement.

1 at a deposition or trial, during the preceding five years.³

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

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

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

20 8. SOURCE CODE

21 (a) To the extent production of source code becomes necessary in this case, a Producing
22 Party may designate source code as "HIGHLY CONFIDENTIAL - SOURCE CODE" if it
23 comprises or includes confidential, proprietary or trade secret source code.

24 (b) Protected Material designated as "HIGHLY CONFIDENTIAL – SOURCE CODE"
25 shall be subject to all of the protections afforded to "HIGHLY CONFIDENTIAL – ATTORNEYS'
26

27 _____
28 ³ It may be appropriate in certain circumstances to restrict the Expert from undertaking certain limited work prior to the termination of the litigation that could foreseeably result in an improper use of the Designating Party's "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information.

1 EYES ONLY” information, and may be disclosed only to the individuals to whom “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information may be disclosed, as set forth in
3 Paragraphs 7.3 and 7.4.

4 (c) Any source code produced in discovery shall be made available for inspection, in a
5 format allowing it to be reasonably reviewed and searched, during normal business hours or at other
6 mutually agreeable times, at an office of the Producing Party’s counsel or another mutually agreed
7 upon location. The source code shall be made available for inspection on a secured computer in a
8 secured room without Internet access or network access to other computers, and the Receiving Party
9 shall not copy, remove, or otherwise transfer any portion of the source code onto any recordable
10 media or recordable device. The Producing Party may visually monitor the activities of the
11 Receiving Party’s representatives during any source code review, but only to ensure that there is no
12 unauthorized recording, copying, or transmission of the source code.

13 (d) The Receiving Party may request paper copies of limited portions of source code that
14 are reasonably necessary for the preparation of court filings, pleadings, expert reports, or other
15 papers, or for deposition or trial, but shall not request paper copies for the purposes of reviewing the
16 source code other than electronically as set forth in paragraph (c) in the first instance. The
17 Producing Party shall provide all such source code in paper form including bates numbers and the
18 label “HIGHLY CONFIDENTIAL - SOURCE CODE.” The Producing Party may challenge the
19 amount of source code requested in hard copy form pursuant to the dispute resolution procedure and
20 timeframes set forth in Paragraph 6 whereby the Producing Party is the “Challenging Party” and the
21 Receiving Party is the “Designating Party” for purposes of dispute resolution.

22 (e) The Receiving Party shall maintain a record of any individual who has inspected any
23 portion of the source code in electronic or paper form. The Receiving Party shall maintain all paper
24 copies of any printed portions of the source code in a secured, locked area. The Receiving Party
25 shall not create any electronic or other images of the paper copies and shall not convert any of the
26 information contained in the paper copies into any electronic format. The Receiving Party shall only
27 make additional paper copies if such additional copies are (1) necessary to prepare court filings,
28 pleadings, or other papers (including a testifying expert’s expert report), (2) necessary for

1 deposition, or (3) otherwise necessary for the preparation of its case. Any paper copies used during
2 a deposition shall be retrieved by the Producing Party at the end of each day and must not be given
3 to or left with a court reporter or any other unauthorized individual.

4 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
5 LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation that compels
7 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL –
9 SOURCE CODE” that Party must:

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

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

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
16 Designating Party whose Protected Material may be affected.⁴

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

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27 _____
28 ⁴ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to
afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from
which the subpoena or order issued.

1 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
2 LITIGATION

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

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

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

18 (c) If the Non-Party fails to object or seek a protective order from this court within 14
19 days of receiving the notice and accompanying information, the Receiving Party may produce the
20 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely
21 seeks a protective order, the Receiving Party shall not produce any information in its possession or
22 control that is subject to the confidentiality agreement with the Non-Party before a determination by
23 the court.⁵ Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
24 seeking protection in this court of its Protected Material.

24 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
26 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
27

28 ⁵ 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 the Receiving Party must immediately (a) notify in writing the Designating Party of the
2 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
3 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
4 terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and
5 Agreement to Be Bound” that is attached hereto as Exhibit A.

6 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
7 MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain inadvertently
9 produced material is subject to a claim of privilege or other protection, the obligations of the
10 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
11 is not intended to modify whatever procedure may be established in an e-discovery order that
12 provides for production without prior privilege review.

13 The inadvertent disclosure of any document which is subject to a legitimate claim that the
14 document should have been withheld from disclosure shall NOT waive any privilege or other
15 applicable protective doctrine for that document or for the subject matter of the inadvertently
16 disclosed document if the Producing Party, upon becoming aware of the disclosure of the material,
17 promptly requests its return. In the event that a third party to this action obtains the material,
18 privilege or any other applicable protection is NOT waived, pursuant to the provisions of Federal
19 Rule of Evidence 502 and other applicable law.

20 13. MISCELLANEOUS

21 13.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek
22 its modification by the court in the future.

23 13.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order
24 no Party waives any right it otherwise would have to object to disclosing or producing any
25 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
26 Party waives any right to object on any ground to use in evidence of any of the material covered by
27 this Protective Order.

28

1 13.3. Filing Protected Material. Without written permission from the Designating Party or
2 a court order secured after appropriate notice to all interested persons, a Party may not file in the
3 public record in this action any Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
5 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
6 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing
7 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled
8 to protection under the law. If a Receiving Party's request to file Protected Material under seal
9 pursuant to Civil Local Rule 79-5(e) is denied by the court, then the Receiving Party may file the
10 Protected Material in the public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise
11 instructed by the court.

12 14. FINAL DISPOSITION

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: July 23, 2015

TYCKO & ZAVAREEI LLP

By: /s/ Hassan A. Zavareei
Hassan A. Zavareei (SBN 181547)
Attorney for Plaintiffs

LOCKE LORD LLP

By: /s/ Martin W. Jaszczuk
Martin W. Jaszczuk
Attorneys for Defendant

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FILER'S ATTESTATION

Pursuant to General Order No. 45, Section X, Subparagraph B, the undersigned attests that all parties have concurred in the filing of this Stipulated Protective Order.

DATED: July 23, 2015

/s/Hassan A. Zavareei
Hassan A. Zavareei
Attorney for Plaintiffs

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~~PROPOSED~~ ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: July 27, 2015 _____



Jon S. Tigar
UNITED STATES DISTRICT JUDGE

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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 _____ in the case of *Reardon v.*
Uber Technologies, Inc., Civil Action No. 14-cv-05678-JST. 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: _____

Signature: _____