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 CEVA LOGISTICS U.S., INC.

9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

12 EARL FRONDA, on behalf of himself, all  
 13 others similarly situated,

14 Plaintiff,

15 vs.

16 STAFFMARK HOLDINGS, INC., a  
 Delaware corporation; CEVA LOGISTICS  
 17 U.S., INC., a Delaware corporation; CBS  
 PERSONNEL SERVICES, LLC, and DOES  
 18 2-50, inclusive,

19 Defendants.

Case No. 3:15-cv-02315-MEJ

**STIPULATED PROTECTIVE ORDER  
 FOR LITIGATION INVOLVING  
 HIGHLY SENSITIVE CONFIDENTIAL  
 INFORMATION**

Complaint Filed: April 17, 2015  
 Removal Filed: April 21, 2015  
 Third Amended Complaint  
 Filed: December 17, 2015

21 **1. PURPOSES AND LIMITATIONS**

22 Disclosure and discovery activity in this action are likely to involve production of  
 23 confidential, proprietary, or private information for which special protection from public  
 24 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
 25 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
 26 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
 27 all disclosures or responses to discovery and that the protection it affords from public disclosure  
 28 and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth in Section  
2 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential  
3 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and  
4 the standards that will be applied when a party seeks permission from the court to file material  
5 under seal.

6 **2. DEFINITIONS**

7 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
8 information or items under this Order.

9 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
10 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
11 of Civil Procedure 26(c).

12 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
13 well as their support staff).

14 2.4 Designated House Counsel: House Counsel who seek access to “HIGHLY  
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

16 2.5 Designating Party: a Party or Non-Party that designates information or items that it  
17 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
20 medium or manner in which it is generated, stored, or maintained (including, among other things,  
21 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
22 responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to  
24 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or  
25 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s  
26 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party  
27 or of a Party’s competitor.

28 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or

1 Items: the names and contact information of the putative class members.

2 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal  
3 entity not named as a Party to this action.

4 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
5 action but are retained to represent or advise a party to this action and have appeared in this action  
6 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

7 2.11 Party: any party to this action, including all of its officers, directors, employees,  
8 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
10 Material in this action.

11 2.13 Professional Vendors: persons or entities that provide litigation support services  
12 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
13 organizing, storing, or retrieving data in any form or medium) and their employees and  
14 subcontractors.

15 2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
16 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

17 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
18 Producing Party.

19 **3. SCOPE**

20 The protections conferred by this Stipulation and Order cover not only Protected Material  
21 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
22 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
23 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
24 However, the protections conferred by this Stipulation and Order do not cover the following  
25 information: (a) any information that is in the public domain at the time of disclosure to a  
26 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as  
27 a result of publication not involving a violation of this Order, including  
28 becoming part of the public record through trial or otherwise; and (b) any information known to

1 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure  
2 from a source who obtained the information lawfully and under no obligation of confidentiality to  
3 the Designating Party. Any use of Protected Material at trial shall be governed by a separate  
4 agreement or order.

5 **4. DURATION**

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

13 **5. DESIGNATING PROTECTED MATERIAL**

14 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
15 or Non-Party that designates information or items for protection under this Order must take care  
16 to limit any such designation to specific material that qualifies under the appropriate standards.  
17 To the extent it is practical to do so, the Designating Party must designate for protection only  
18 those parts of material, documents, items, or oral or written communications that qualify – so that  
19 other portions of the material, documents, items, or communications for which protection is not  
20 warranted are not swept unjustifiably within the ambit of this Order.

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

25 If it comes to a Designating Party's attention that information or items that it designated  
26 for protection do not qualify for protection at all or do not qualify for the level of protection  
27 initially asserted, that Designating Party must promptly notify all other parties that it is  
28 withdrawing the mistaken designation.

1           5.2    Manner and Timing of Designations. Except as otherwise provided in this Order  
2 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
3 Disclosure or Discovery  
4 Material that qualifies for protection under this Order must be clearly so designated before the  
5 material is disclosed or produced.

6           Designation in conformity with this Order requires:

7           (a)    for information in documentary form (e.g., paper or electronic documents, but  
8 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
9 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
10 EYES ONLY” to each page that contains protected material. If only a portion or portions of the  
11 material on a page qualifies for protection, the Producing Party also must clearly identify the  
12 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for  
13 each portion, the level of protection being asserted.

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

27           (b)    for testimony given in deposition or in other pretrial or trial proceedings, that the  
28 Designating Party identify on the record, before the close of the deposition, hearing, or other

1 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
2 impractical to identify separately each portion of testimony that is entitled to protection and it  
3 appears that substantial portions of the testimony may qualify for protection, the Designating  
4 Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded)  
5 a right to have up to 21 days to identify the specific portions of the testimony as to which  
6 protection is sought and to specify the level of protection being asserted. Only those portions of  
7 the testimony that are appropriately designated for protection within the 21 days shall be covered  
8 by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may  
9 specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the  
10 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
11 ATTORNEYS’ EYES ONLY.”

12 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or  
13 other proceeding to include Protected Material so that the other parties can ensure that only  
14 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
15 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
16 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY  
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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

27 (c) for information produced in some form other than documentary and for any other  
28 tangible items, that the Producing Party affix in a prominent place on the exterior of the container

1 or containers in which the information or item is stored the legend “CONFIDENTIAL” or  
2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of  
3 the information or item warrant protection, the Producing Party, to the extent practicable, shall  
4 identify the protected portion(s) and specify the level of protection being asserted.

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
6 designate qualified information or items does not, standing alone, waive the Designating Party’s  
7 right to secure protection under this Order for such material. Upon timely correction of a  
8 designation, the Receiving Party must make reasonable efforts to assure that the material is  
9 treated in accordance with the provisions of this Order.

10 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
12 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
13 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
14 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
15 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
16 original designation is disclosed.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
18 process by providing written notice of each designation it is challenging and describing the basis  
19 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
20 notice must recite that the challenge to confidentiality is being made in accordance with this  
21 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
22 good faith and must begin the process by conferring in person within 14 days of the date of  
23 service of notice. In conferring, the Challenging Party must explain the basis for its belief that the  
24 confidentiality designation was not proper and must give the Designating Party an opportunity to  
25 review the designated material, to reconsider the circumstances, and, if no change in designation  
26 is offered, to explain the basis for the chosen designation.

27 6.3 Court Intervention. No motions to compel shall be considered. Instead, the parties  
28 must meet and confer in person for the purpose of resolving all disputes. If unable to resolve any

1 disputes, the parties shall file a joint letter that contains the following:

2 (a) A cover page with the case caption, an attestation that the parties met and  
3 conferred in person in a good faith attempt to resolve their dispute(s) prior to filing the letter, and  
4 the signature of both parties or counsel;

5 (b) A joint section setting forth the pertinent factual background and unresolved  
6 dispute;

7 (c) A detailed summary of each party's position, including citations to relevant legal  
8 authority; and

9 (d) Each party's proposed compromise on the issue(s) in dispute.

10 The joint letter shall be limited to five pages, excluding the cover page, and may not be  
11 accompanied by exhibits or affidavits other than exact copies of interrogatories, requests for  
12 production of documents and/or responses, privilege logs, and relevant deposition testimony. It is  
13 preferable that the parties file a separate letter for each dispute.

14 If the parties are unable to meet and confer as directed above, or a moving party is unable  
15 to obtain the opposing party's portion of a joint letter after the meet and confer session, the  
16 moving party shall file a written request for a telephonic conference for the purpose of enforcing  
17 the Court's meet and confer requirement, or for the Court to fashion an alternative procedure. The  
18 written request shall include a declaration which states any attempt to meet and confer and/or  
19 obtain the joint letter, the reasons for the inability to comply with the standing order, and (if  
20 possible) three dates and times during which all parties are available for a telephonic conference.  
21 The moving party may attach exhibits to the declaration, but the declaration and exhibits  
22 combined may not exceed seven pages. The Court will not excuse a party from the requisite in-  
23 person meeting unless good cause is shown.

24 The burden of persuasion in any such challenge proceeding shall be on the Designating  
25 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose  
26 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
27 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
28 meet and confer and file a joint letter to retain confidentiality as described above, all parties shall

1 continue to afford the material in question the level of protection to which it is entitled under the  
2 Producing Party's designation until the court rules on the challenge.

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

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
5 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
6 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
7 the categories of persons and under the conditions described in this Order. When the litigation has  
8 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
9 DISPOSITION).

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

12 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
13 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
14 information or item designated "CONFIDENTIAL" only to:

15 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
16 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
17 information for this litigation and who have signed the "Acknowledgment and Agreement to Be  
18 Bound" that is attached hereto as Exhibit A;

19 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
20 Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
23 reasonably necessary for this litigation and who have signed the "Acknowledgment and  
24 Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff, professional jury or trial consultants, and  
27

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

1 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

11 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
12 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
13 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY  
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

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

19 (b) Designated House Counsel of the Receiving Party<sup>2</sup> (1) who has no involvement in  
20 competitive decision-making, (2) to whom disclosure is reasonably necessary for this litigation,  
21 (3) who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (4) as to  
22 whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed;<sup>3</sup>

23 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for  
24

25 <sup>2</sup> It may be appropriate under certain circumstances to limit the number of Designated House  
26 Counsel who may access “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information under this provision.

27 <sup>3</sup> It may also be appropriate under certain circumstances to limit how Designated House Counsel  
28 may access “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information. For example, Designated House Counsel may be limited to viewing “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information only if it is filed with the court under seal, or in the presence of Outside Counsel of Record at their offices.

1 this litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound”  
2 (Exhibit A);

3 (d) the court and its personnel<sup>4</sup>;

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

7 (f) the author or recipient of a document containing the information or a custodian or  
8 other 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” Information or Items to Designated House  
11 Counsel or Experts.

12 (a) Unless otherwise ordered by the court or agreed to in writing by the Designating  
13 Party, a Party that seeks to disclose to Designated House Counsel any information or item that has  
14 been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to  
15 paragraph 7.3(b) first must make a written request to the Designating Party that (1) sets forth the  
16 full name of the Designated House Counsel and the city and state of his or her residence, and (2)  
17 describes the Designated House Counsel’s current and reasonably foreseeable future primary job  
18 duties and responsibilities in sufficient detail to determine if House Counsel is involved, or may  
19 become involved, in any competitive decision-making.

20 (b) A Party that makes a request and provides the information specified in the  
21 preceding respective paragraph may disclose the subject Protected Material to the identified  
22 Designated House Counsel unless, within 14 days of delivering the request, the Party receives a  
23 written objection from the Designating Party. Any such objection must set forth in detail the  
24 grounds on which it is based.

25 \_\_\_\_\_  
26 <sup>4</sup> However, class member contact information **must** be redacted from any court filing if not  
27 essential to the resolution of a disputed issue presented to the court for determination unless the  
28 affected class members authorize the non-redacted filing or the court orders otherwise.

<sup>5</sup> However, class member contact information **must** be redacted from any exhibits presented to a  
witness and attached as exhibits to a deposition transcript if not essential to the examination of the  
witness unless the affected class members authorize the non-redacted use of their contact  
information or the court orders otherwise.

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

13 In any such proceeding, the Party opposing disclosure to Designated House Counsel shall  
14 bear the burden of proving that the risk of harm that the disclosure would entail (under the  
15 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to  
16 its Designated House Counsel.

17 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
18 **OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation that compels  
20 disclosure of any information or items designated in this action as "CONFIDENTIAL" or  
21 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

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

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

28 (c) cooperate with respect to all reasonable procedures sought to be pursued by the

1 Designating Party whose Protected Material may be affected.

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

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

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

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

20 1. promptly notify in writing the Requesting Party and the Non-Party that  
21 some or all of the information requested is subject to a confidentiality agreement with a Non-  
22 Party;

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

26 3. make the information requested available for inspection by the Non-Party.

27 (c) If the Non-Party fails to object or seek a protective order from this court within 14  
28 days of receiving the notice and accompanying information, the Receiving Party may produce the

1 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely  
2 seeks a protective order, the Receiving Party shall not produce any information in its possession  
3 or control that is subject to the confidentiality agreement with the Non-Party before a  
4 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the  
5 burden and expense of seeking protection in this court of its Protected Material.

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

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

14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
15 **PROTECTED MATERIAL**

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

25 **12. MISCELLANEOUS**

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

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective

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

5 12.3 Filing Protected Material. Without written permission from the Designating Party  
6 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
7 the public record in this action any Protected Material. A Party that seeks to file under seal any  
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
9 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
10 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request  
11 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or  
12 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected  
13 Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then the  
14 Receiving Party may file the Protected Material in the public record pursuant to Civil Local Rule  
15 79-5(e)(2) unless otherwise instructed by the court.

16 **13. FINAL DISPOSITION**

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

1 product, and consultant and expert work product, even if such materials contain Protected  
2 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
3 this Protective Order as set forth in Section 4 (DURATION).

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10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 Dated: May 8, 2017

SETAREH LAW GROUP

13 By: /s/ Shaun Setareh

14 Shaun Setareh  
15 Attorneys for Plaintiff  
EARL FRONDA

16 Dated: May 8, 2017

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

18 By: /s/ Susan M. Steward

19 Susan M. Steward  
20 Barbara S. Van Ligten  
21 Philip J. Azzara  
Attorneys for Defendant  
STAFFMARK HOLDINGS, INC.

22 Dated: May 8, 2017

JACKSON LEWIS P.C.

25 By: /s/ Fraser A. McAlpine

26 Fraser A. McAlpine  
27 Douglas A. G. Johnston  
28 Nicole E. Forde  
Attorneys for Defendant  
CEVA LOGISTICS U.S., INC.

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: May 10, 2017



\_\_\_\_\_  
The Honorable Maria Elena James  
United States Magistrate 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 [date] in the case of \_\_\_\_\_ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

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

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

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

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