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12  
 13 Attorneys for AT&T Mobility LLC

14 **UNITED STATES DISTRICT COURT**  
 15 **NORTHERN DISTRICT OF CALIFORNIA**

16 MARCUS A. ROBERTS, KENNETH A.  
 17 CHEWEY, ASHLEY M. CHEWEY, AND  
 JAMES KRENN, on behalf of themselves and  
 18 all others similarly situated,

Case No. 3:15-cv-03418-EMC

**~~PROPOSED~~ STIPULATED  
 PROTECTIVE ORDER REGARDING  
 CONFIDENTIAL MATERIALS**

19 Plaintiffs,

20 v.

21 AT&T MOBILITY LLC,

22  
 23 Defendant.

1           1.     PURPOSE AND LIMITATIONS: Disclosure and discovery activity in this  
2 action are likely to involve production of confidential, proprietary, or private information for  
3 which special protection from public disclosure and from use for any purpose other than  
4 prosecuting this litigation may be warranted. Accordingly, in the interests of promoting an  
5 efficient and prompt resolution of this action, facilitating discovery by the Parties litigating this  
6 action, and protecting the Parties’ and Non-Parties’ Confidential Materials from improper  
7 disclosure or use, plaintiffs Marcus A. Roberts, Kenneth A. Chewey, Ashley M. Chewey, and  
8 James Krenn (“Plaintiffs”) and defendant AT&T Mobility LLC (“Defendant” or “AT&T”)  
9 hereby stipulate to and petition the Court to enter this Stipulated Protective Order Regarding  
10 Confidential Materials (the “Order”) pursuant to Federal Rule of Civil Procedure 26(c)(1)(G).  
11 The Parties acknowledge that this Order does not confer blanket protections on all disclosures or  
12 responses to discovery and that the protection it affords from public disclosure and use extends  
13 only to the limited information or items that are entitled to confidential treatment under the  
14 applicable legal principles. The Parties acknowledge that materials shall only be used for  
15 purposes of this litigation or an arbitration commenced by Plaintiffs. The Parties further  
16 acknowledge that this Order does not automatically entitle them to file confidential information  
17 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
18 standards that will be applied when a Party or Non-Party seeks permission from the Court to file  
19 under seal.

20           2.     DEFINITIONS: As used in this Order:

21           a.     “Materials” shall refer to all items or information, regardless of the medium or  
22 manner in which it is generated, stored, or maintained (including, among other things,  
23 testimony, transcripts, and tangible things).

24           b.     “Non-Party” shall refer to any Person who is not a Party.

25           c.     “Party” shall refer to any party to this action, including any officers, directors,  
26 employees, contractors, counsel, and agents.

27           d.     “Person” shall refer to any natural person, partnership, corporation, association, or  
28 governmental or other legal entity, including, but not limited to, each Party and any Non-

1 Party.

2 e. "Sensitive Personal Information" shall include a Person's Social Security number;  
3 personal telephone number; personal email address; taxpayer identification number; date  
4 of birth (other than year); home address; driver's license number or other state  
5 identification number (or a foreign country equivalent); passport number; personal  
6 financial information, such as bank account, credit card, or debit card number(s); and  
7 medical records or other information relating to the Person's treatment of physical or  
8 mental health or condition or to the provision of or payment for health care to the Person.

9 3. CONFIDENTIAL MATERIALS: Consistent with Federal Rule of Civil  
10 Procedure 26(c), any Materials disclosed, provided, produced, or filed in this proceeding by any  
11 Party or Non-Party that contain (1) Sensitive Personal Information, or (2) trade secrets or other  
12 competitively sensitive information (such as confidential research, development, technical,  
13 commercial, or financial information, as such terms are used in Federal Rule of Civil Procedure  
14 26(c)(1)(G)) not otherwise publicly accessible or available, as well as any information that  
15 discloses the substance of the contents of such Materials, may be designated as Confidential by  
16 any Party or by the Non-Party that discloses, produces, provides, or files the Materials. The  
17 designating Party or Non-Party may designate as Confidential only those portions of Materials  
18 that qualify for Confidential treatment under this Order. A designation that Materials are  
19 Confidential shall constitute a representation by the designating Party or Non-Party, in good faith  
20 and after careful determination, that the designated Materials, or portion thereof, are eligible for  
21 such designation pursuant to this Order. Such designated Materials, as well as any information  
22 that discloses the substance or contents of such Materials, shall be treated as Confidential  
23 pursuant to and to the extent permitted by this Order. Nothing in this paragraph shall preclude a  
24 Party from redacting Sensitive Personal Information as required by governing law, contract, or  
25 AT&T's privacy policy, provided that a receiving Party may seek to un-redact such redacted  
26 Sensitive Personal Information as may be appropriate. Each Party or Non-Party that designates  
27 information or items for protection under this Order must take care to limit any such designation  
28 to specific Material that qualifies under the appropriate standards. The designating Party or Non-

1 Party must designate for protection only those parts of Material that qualify – so that other  
2 portions of the Material for which protection is not warranted are not swept unjustifiably within  
3 the ambit of this Order.

4 4. Sensitive Personal Information shall be afforded all the protections of this Order  
5 afforded to other Confidential Materials, and also shall be secured by any receiving Party or  
6 Non-Party in such a manner as to minimize the possibility of disclosure, intentional or  
7 unintentional, to unauthorized Persons, including the physical storage thereof in a secure area or  
8 law office, the electronic storage thereof on a password-protected computer or system which may  
9 be accessed only by Persons authorized to have access to the Sensitive Personal Information  
10 pursuant to the terms of this Order, and the transmission thereof only to other authorized Persons  
11 by a trackable method with restricted delivery to such Persons.

12 5. Any Party or Non-Party who, as part of this proceeding, discloses, provides, or  
13 produces to any other Party or Non-Party, or files with the Court, Materials that are Confidential  
14 under this Order shall designate such Materials as Confidential at the time of the disclosure,  
15 provision, production, or filing. Materials shall be designated as Confidential by placing on or  
16 affixing to the document or other medium containing Confidential Material (in such manner as  
17 will not interfere with the legibility thereof), or, if an entire folder or box of documents is  
18 confidential, by placing or affixing to that folder or box, the designation “CONFIDENTIAL” or  
19 “CONFIDENTIAL – ROBERTS v. AT&T MOBILITY LLC., Case No. 3:15-cv-03418-EMC,”  
20 or any other appropriate notice that identifies this proceeding, together with an indication of the  
21 portion or portions of the document considered to be Confidential Material. Confidential  
22 Materials contained in electronic documents may also be designated as confidential by placing  
23 the designation “CONFIDENTIAL – ROBERTS v. AT&T MOBILITY LLC., Case No. 3:15-cv-  
24 03418-EMC” or any other appropriate notice that identifies this proceeding, on the face of the  
25 CD or DVD or other medium on which the document is produced, in the file name, in the Bates  
26 stamp legend, or another accessible place. Masked or otherwise redacted copies of Materials may  
27 be produced where the portions masked or redacted contain privileged matter, provided that the  
28 copy produced shall indicate at the appropriate point that portions have been masked or redacted

1 and the reasons therefor.

2 6. Notwithstanding paragraph 5, if during a deposition in this proceeding, a  
3 deponent (or the deponent's counsel) or Party fails to designate as Confidential appropriate  
4 portions of the deponent's deposition testimony on the record during the course of or at the close  
5 of the deposition, the deponent (or the deponent's counsel) or Party may, no later than ten days  
6 after the deposition transcript becomes available to the deponent or Party, designate as  
7 Confidential those portions of the transcript that contain Confidential Materials. The Confidential  
8 designation may be accomplished by a) marking "CONFIDENTIAL" every page of the  
9 transcript that contains Confidential Materials, b) notifying all Parties of the transcript page and  
10 line numbers of the pages deemed to be Confidential, and c) marking the first and last such pages  
11 of such ranges as "CONFIDENTIAL – START" and "CONFIDENTIAL – END," respectively,  
12 or by designating the page range, including all pages as appropriate. Until the earlier of the  
13 expiration of this ten-day period or the Confidential designation, the entire deposition transcript  
14 shall be treated as Confidential.

15 7. Notwithstanding paragraph 5, any Party, within thirty days of receiving  
16 Confidential Materials from a Non-Party consumer as part of this proceeding, may designate  
17 such Materials as Confidential. Until the earlier of the expiration of this thirty-day period or the  
18 Confidential designation, such Materials shall be treated as Confidential.

19 8. With respect to all Materials provided by a Party or Non-Party for inspection, all  
20 Confidential Materials shall be stamped "CONFIDENTIAL – ROBERTS v. AT&T MOBILITY  
21 LLC., Case No. 3:15-cv-03418-EMC" by the Party or Non-Party desiring such designation, or  
22 otherwise designated by such Party or Non-Party in writing, within thirty days of production.  
23 Until the end of such thirty-day period, the document production will be deemed to be designated  
24 Confidential in its entirety under the terms of this Order. A designation of Confidential by  
25 stamping or labeling need not be made until after counsel for the inspecting party has inspected  
26 the Materials and selected Materials to be copied. Making Materials available for inspection shall  
27 not constitute a waiver of any claim to designate such Materials as Confidential, and all  
28 Materials provided by a Party or Non-Party for inspection shall be treated as though designated

1 Confidential at the time of inspection.

2 9. The disclosure of Confidential Materials or information that discloses the  
3 substance of the contents of Confidential Materials (including through any writing or  
4 communication reproducing, paraphrasing, or otherwise disclosing the content of Confidential  
5 Materials) shall be limited to the following Persons:

- 6 a. The Court presiding over this proceeding and related officials involved in this  
7 proceeding or any other related proceeding (such as appellate review of this  
8 proceeding) in which the Confidential Materials are used, including judges,  
9 magistrates, commissioners, referees, jurors, court reporters and Persons preparing  
10 transcripts of testimony, and other personnel of the Court.
- 11 b. Plaintiffs and Plaintiffs' counsel of record in this proceeding, as well as associated  
12 attorneys and other employees or contractors assisting such counsel in the preparation  
13 or hearing of this proceeding under the direction and control of such counsel.
- 14 c. Defendant's outside counsel of record in this proceeding, as well as outside counsel's  
15 associated attorneys and other employees or contractors assisting such counsel in the  
16 preparation or hearing of this proceeding under the direction and control of such  
17 counsel; and AT&T counsel, employees, legal staff, contractors, or agents, with  
18 responsibility for litigation of this case.
- 19 d. Any independent experts or consultants retained or consulted by the Parties in this  
20 proceeding, including the employees of such experts or consultants who are assigned  
21 to assist such experts or consultants, in connection with services in the preparation or  
22 hearing of this proceeding.
- 23 e. Any Person who, based on a good faith and objectively reasonable belief or  
24 understanding of counsel of record for the disclosing Party (defined as the Party that  
25 intends to share Confidential Materials of that Party, another Party, or any Non-  
26 Party), created, sent, received, or reviewed the Confidential Materials, or who as an  
27 employee of a producing Party or Non-Party has had access to the Confidential  
28 Materials independent of this proceeding.

- 1 f. Any trial or deposition witness, and the witness's counsel, if the Confidential  
2 Materials are, based on a good faith and objectively reasonable belief or  
3 understanding of counsel of record for the disclosing Party, reasonably related to the  
4 witness's testimony.
- 5 g. Any Person designated by the Court in the interest of justice, upon such terms as the  
6 Court deems proper.

7 10. Prior to disclosing Confidential Materials to any Person on the basis of  
8 subparagraph 9(d), 9(e), or 9(f), the disclosing Party shall provide to such Person a copy of this  
9 Order and obtain from such Person a signed statement in the form attached hereto as Exhibit A.  
10 Such signed statement shall be retained by counsel for the disclosing Party and need not be filed  
11 with the Court or served upon opposing counsel, unless requested for good cause or ordered by  
12 the Court. A Person's refusal or practical inability to sign this statement, after the disclosing  
13 Party's good faith effort to secure signature, shall not restrict the disclosing Party (or its counsel)  
14 from disclosing the materials to the Person during trial or deposition.

15 11. Disclosure of Confidential Materials, or information that discloses the substance  
16 of the contents of Confidential Materials, to any Person described in Paragraph 9 of this Order  
17 shall be only for the purposes of the preparation and hearing of this proceeding, any appeal  
18 therefrom, or an arbitration commenced by Plaintiffs, and for no other purpose whatsoever. Any  
19 such receiving Person to whom Confidential Materials are disclosed in this proceeding shall (a)  
20 use such Confidential Materials, or information that discloses the substance of the contents of  
21 Confidential Materials, only for purposes permitted by this Order; and (b) not disclose or divulge  
22 the content of Confidential Materials, or information that discloses the substance of the contents  
23 of Confidential Materials, other than as permitted by this Order. However, nothing contained in  
24 this Order shall be construed as imposing these or any other obligations on the Court or court  
25 personnel, except to the extent that such Confidential Materials are sealed by the Court.

26 12. Nothing in this Order shall restrict the use, outside of this litigation, of  
27 Confidential Materials by, or the disclosure of Confidential Materials to any Person (or that  
28 Person's counsel) who: (a) originally disclosed, provided, or produced such Materials in this

1 proceeding; (b) has had such Materials in its possession, custody, or control independent of this  
2 proceeding; or (c) has discovered such materials independent of this proceeding.

3 13. Without written permission from the Party or Non-Party who designated the  
4 Materials Confidential or an order of the Court, a Party may not file in the public record in this  
5 action any Confidential Materials. Instead, a Party that seeks to file Confidential Material must  
6 comply with Civil Local Rule 79-5, including its provisions for filing Materials under seal.

7 14. Nothing in this Order shall be construed to affect in any way the admissibility of  
8 any Materials, testimony, or any other evidence in this proceeding. This Order shall have no  
9 effect upon, and its scope shall not extend to, any Party's use of its own discovery Materials in  
10 this proceeding.

11 15. Any Party or Non-Party who designates any Materials as Confidential pursuant to  
12 this Order may consent to the removal of such designation by so notifying counsel of record for  
13 the other Parties in writing, after which time such Materials shall no longer be treated as  
14 Confidential in this proceeding. Any Party or Non-Party that, acting in good faith, inadvertently  
15 or mistakenly designates Materials as Confidential may withdraw that designation by notifying  
16 counsel of record for the other Parties in writing immediately after discovering the erroneous  
17 designation, after which time such Materials shall no longer be treated as Confidential in this  
18 proceeding.

19 16. Any Party may, at any time, challenge a designation of any Materials as  
20 Confidential and request removal of the designation as follows:

- 21 a. The Party seeking such removal shall give the Party or Non-Party who designated the  
22 Materials as Confidential written notice thereof specifying the Materials as to which  
23 such removal is sought and the reason for the request.
- 24 b. If the Parties and/or Non-Party cannot reach agreement concerning the matter within  
25 fifteen days after such notice, they shall jointly address a letter to the Court pursuant  
26 to the procedures set forth in paragraph 4 ("Discovery Motions") of Honorable U.S.  
27 District Judge Edward M. Chen's Civil Standing Order on Discovery.
- 28 c. For Confidential Materials other than Sensitive Personal Information, the Party or



1 Non-Party desiring to maintain their designation as Confidential shall have the burden  
2 of establishing grounds for such treatment. The burden of establishing that any  
3 Sensitive Personal Information should not be designated Confidential shall be upon  
4 the Party seeking to remove the designation.

5 17. Neither the taking of any action in accordance with the provisions of this Order,  
6 nor the failure to object thereto, shall be construed as a waiver of any claim or defense in this  
7 proceeding. Moreover, the failure to designate Materials as Confidential in accordance with this  
8 Order and the failure to object to such designation at a given time shall not preclude the filing of  
9 a motion at a later date seeking to impose such designation or challenging the propriety thereof.  
10 The entry of this Order shall neither be construed as a waiver of any Person's right to object to  
11 the furnishing of Materials in response to discovery in this proceeding, nor relieve any Person of  
12 the obligation to produce Materials in the course of discovery in this proceeding.

13 18. If a Party or Non-Party through inadvertence discloses, produces, or provides any  
14 Confidential Materials without designating them as Confidential as provided in this Order, that  
15 Party or Non-Party shall promptly give written notice to the receiving Person that the Materials  
16 are Confidential and should be treated as such in accordance with this Order. The receiving  
17 Person shall treat such Materials as Confidential from the date it receives such notice.  
18 Disclosure of such Materials prior to receipt of such notice to a Person not authorized to receive  
19 Confidential Materials shall not be deemed a violation of this Order; however, each Person to  
20 whom disclosure has been made is to be advised that the Materials disclosed are Confidential  
21 and must be treated in accordance with this Order.

22 19. In the case of any accidental or inadvertent disclosure of Confidential Materials or  
23 any other disclosure not in accordance with this Order, the Person responsible for the disclosure  
24 (or the Person's counsel) shall promptly notify counsel for the Party or Non-Party who  
25 designated the Materials as Confidential, or any such Person who is not represented by counsel,  
26 of the disclosure, and shall make every effort to prevent further disclosure, including attempting  
27 to retrieve all copies of the Confidential Materials from the recipients thereof, and attempting to  
28 secure the agreement of the recipients not to further disseminate the Confidential Materials in

1 any form.

2 20. At the time that any consultant, expert, or other Person retained to assist a Party's  
3 counsel in this proceeding concludes his or her participation in this proceeding, such Person shall  
4 return to counsel of record for the retaining Party all copies of Confidential Materials, together  
5 with all notes, memoranda, or other papers reproducing, paraphrasing, or otherwise disclosing  
6 Confidential Materials, or certify as to their destruction. Furthermore, within thirty days after the  
7 completion of this proceeding, all Confidential Materials, including any writing or  
8 communication reproducing, paraphrasing, or otherwise disclosing such Confidential Materials,  
9 shall be collected by counsel for the receiving Party and either destroyed or returned to the Party  
10 or Non-Party who disclosed, produced, or provided the Materials; provided, however, that  
11 attorney work product, expert reports, deposition transcripts and other sworn statements, or  
12 pleadings reproducing, paraphrasing, or otherwise disclosing Confidential Materials may be  
13 retained in counsel's files subject to this Order and providing that such Confidential Materials  
14 shall not be used for any purpose outside of those permitted by this Order. For purposes of this  
15 Order, this proceeding shall be considered completed when the entire proceeding has been  
16 resolved and any related orders have become final and non-appealable.

17 21. All Persons who receive Confidential Materials shall remain under a continuing  
18 duty not to disclose such Materials, except as permitted in this Order. This duty shall continue in  
19 full force and effect after the completion of this proceeding. However, nothing contained in this  
20 Order is intended to be construed as authorizing a Person to disobey a lawful court order or  
21 subpoena issued in another proceeding.

22 22. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
23 OTHER LITIGATION: If a Party is served with a subpoena or a court order issued in other  
24 litigation that compels disclosure of any information or items designated in this action as  
25 Confidential, that Party must:

- 26 a. promptly notify in writing the designating Party or Non-Party. Such notification shall  
27 include a copy of the subpoena or court order;
- 28 b. promptly notify in writing the party who caused the subpoena or order to issue in the

1 other litigation that some or all of the material covered by the subpoena or order is  
2 subject to this Protective Order. Such notification shall include a copy of this  
3 Stipulated Protective Order; and

4 c. cooperate with respect to all reasonable procedures sought to be pursued by the  
5 designating Party or Non-Party whose Confidential Materials may be affected.

6 If the designating Party or Non-Party timely seeks a protective order, the Party served  
7 with the subpoena or court order shall not produce any information designated in this action as  
8 Confidential before a determination by the court from which the subpoena or order issued, unless  
9 the Party has obtained the designating Party or Non-Party’s permission. The designating Party or  
10 Non-Party shall bear the burden and expense of seeking protection in that court of its  
11 confidential material – and nothing in these provisions should be construed as authorizing or  
12 encouraging a receiving Party in this action to disobey a lawful directive from another court.

13 23. The Parties, in conducting discovery from any Non-Party as part of this  
14 proceeding, shall provide to each such Non-Party a copy of this Order so as to inform the Non-  
15 Party of the Non-Party’s rights and obligations under this Order.

16 24. The Parties reserve their rights to seek, through stipulated agreement or otherwise,  
17 additional protections for the use of Confidential Materials at trial.

18 25. In the event that any additional Person becomes a Party to this proceeding, that  
19 Person, upon proper notice, shall be bound by this Order unless and until a different Protective  
20 Order is entered with respect to that Person.

21 26. This Order also governs assertion of claims that otherwise discoverable material  
22 is privileged or subject to protection as trial-preparation material, and treatment of disclosure of  
23 privileged or protected materials (“protected” materials). In the event of the disclosure of  
24 protected materials, the Parties shall adhere to the Federal Rule of Civil Procedure 26(b)(5)(B)  
25 and the following procedures for materials produced in discovery in this action by both Parties  
26 and Non-Parties.

27 a. If a receiving Party discovers material produced to it by a Party or Non-Party in this  
28 action that the receiving Party reasonably believes to be privileged or protected

1 material, the receiving Party shall promptly notify the producing Party in writing and  
2 segregate that material (or the privileged or protected portion) until it receives a  
3 response from the producing Party or the passage of five business days, whichever is  
4 earlier.

5 b. If a producing Party (acting through counsel who has made an appearance in this  
6 litigation) determines that it has disclosed privileged or protected materials to another  
7 Party, it shall promptly notify the receiving Party in writing.

8 c. Pursuant to Federal Rule of Evidence 502(d), the inadvertent production of a  
9 privileged or work-product-protected document during discovery in this action is not  
10 a waiver of privilege as to such document or information, or as to the subject matter  
11 of the document or information, in this action or in any other federal or state  
12 proceeding, if the producing Party claims privilege or protection in accordance with  
13 subparagraphs (a) or (b) above. If the producing Party fails to claim privilege or  
14 protection in accordance with subparagraphs (a) or (b) above, it shall be deemed to  
15 have waived all claims of privilege or protection for those materials. The mere  
16 production of privileged or work-product-protected documents in this case as part of  
17 document production is not itself a waiver in this case or in any other federal or state  
18 proceeding. This Order shall be interpreted to provide the maximum protection  
19 allowed by Federal Rule of Evidence 502(d).

20 d. Once a Party or Non-Party notifies recipients of the production of privileged or work-  
21 product-protected documents or information and demands the return or destruction of  
22 such documents or information, all recipients shall within five business days confirm  
23 the destruction or return of such documents or information, including removing from  
24 any document databases any copies of such documents, and taking any necessary  
25 steps related to any outside consultants or experts working for any Party. To the  
26 extent any Party in possession of such information disagrees with the assertion of  
27 privilege or work product protection, the Party shall nonetheless return or destroy all  
28 copies, or alternatively, notify the producing Party of the disagreement within five

1 business days and, within fourteen days thereafter, present the information to the  
2 Court under seal for a determination of the claim.

3 27. Except as set forth in Paragraph 28, any Party that withholds any material that is  
4 otherwise discoverable by asserting that the material is privileged or protected shall provide a log  
5 of such material in conformance with Federal Rule of Civil Procedure 26(b)(5)(A). If either  
6 Party contends that a log should describe voluminous documents by category, that Party shall  
7 propose the categorization to the requesting Party and the Parties agree to meet and confer  
8 regarding the request. In addition, no Party shall be required to provide a privilege log with  
9 respect to documents that were created on or after October 28, 2014.

10 28. Expert discovery in this case will be conducted in accordance with Federal Rule  
11 of Civil Procedure 26, except that no Party needs to preserve, produce in discovery, or include on  
12 a privilege log the following documents or materials:

- 13 a. Any form of oral or written communication or correspondence: between any of  
14 Defendant's counsel and its testifying or nontestifying expert(s) or consultant(s), or  
15 the Plaintiffs' counsel and their testifying or nontestifying expert(s) or consultant(s);  
16 between experts (whether testifying or nontestifying); between an expert or experts  
17 (whether testifying or nontestifying) and a consultant or consultants; or between  
18 consultants.
- 19 b. Oral or written communication or correspondence between an expert(s) and the  
20 expert's staff, agents, or anyone retained specifically to facilitate the expert's work in  
21 this case, or between a consultant(s) and the consultant's staff, agents, or anyone  
22 retained specifically to facilitate the consultant's work in this case.
- 23 c. Expert or consultant's notes or preliminary work.
- 24 d. Drafts of expert reports.
- 25 e. The data formulations, data runs, preliminary or intermediate calculations, other types  
26 of preliminary work, or any database-related operations created by, for, or at the  
27 direction of the testifying expert but not relied upon by the testifying expert in the  
28 opinions contained in his or her final report or any other information.

1 f. The protections against preservation and discovery contained in sections (a) through  
2 (e) shall not apply to any communications or documents upon which a testifying  
3 expert relies as a basis for his or her final report(s) or opinions contained in his or her  
4 final report(s).

5 Dated: August 6, 2018

MAYER BROWN LLP

6 /s/ Kevin Ranlett

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Attorneys for Plaintiffs and the Proposed Class

Pursuant to Civil Local Rule 5-1(i)(3), I, Kevin Ranlett, attest under penalty of perjury that concurrence in the filing of this document has been obtained from all signatures.

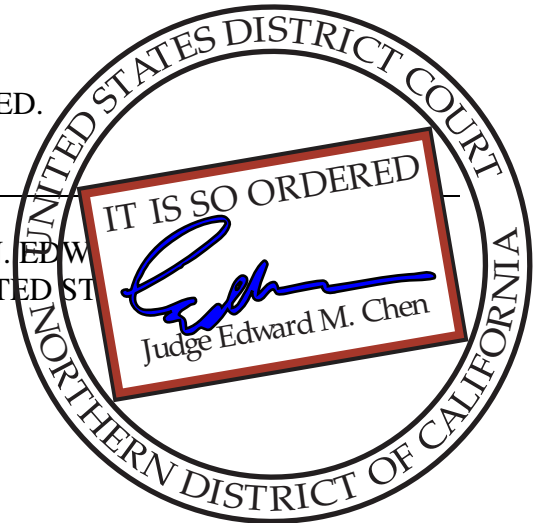
/s/ Kevin Ranlett

Kevin Ranlett

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Date: 8/9/2018

HON. EDW  
UNITED ST



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14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 MARCUS A. ROBERTS, KENNETH A.  
17 CHEWEY, ASHLEY M. CHEWEY, AND  
JAMES KRENN, on behalf of themselves and  
18 all others similarly situated,

19 Plaintiffs,

20 v.

21 AT&T MOBILITY LLC,

22  
23 Defendant.

Case No. 3:15-cv-03418-EMC

**EXHIBIT A**  
**ACKNOWLEDGMENT OF**  
**STIPULATED PROTECTIVE ORDER**  
**REGARDING CONFIDENTIAL**  
**MATERIALS**



1 By signing below, I acknowledge that I have received and read the Protective Order  
2 entered by the Court in the above-captioned case on \_\_\_\_\_ [date] and I agree to  
3 be bound by the terms of that Protective Order.

4 As a condition of my receipt or review of any Materials designated Confidential  
5 pursuant to that Protective Order, I hereby agree that the Protective Order shall be deemed to be  
6 directed to and shall include me, and that I shall observe and comply with all of its provisions. I  
7 further understand and agree that I am not permitted to use, and I shall not use, Confidential  
8 Materials for any purpose other than those permitted under the Protective Order.

9  
10 Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
11 Printed Name: \_\_\_\_\_

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