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

GREENCYCLE PAINT, INC., a California  
corporation,  
  
Plaintiff,

v.

PAINTCARE, INC., a Delaware corporation;  
CLEAN HARBORS ENVIRONMENTAL  
SERVICES, INC.; a Massachusetts corporation;  
STERICYCLE ENVIRONMENTAL  
SOLUTIONS, INC., a Delaware corporation; and  
DOES 1-10,  
  
Defendant.

Case No. 15-cv-04059-MEJ  
  
Hon. Maria-Elena James

**STIPULATED PROTECTIVE ORDER**

Action filed: August 4, 2015  
Removed: September 4, 2015  
Trial Date: October 29, 2018

**VENABLE LLP**  
505 MONTGOMERY STREET, SUITE 1400  
SAN FRANCISCO, CA 94111  
415-653-3750

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  
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the court to enter the following  
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
7 protections on all disclosures or responses to discovery and that the protection it affords from  
8 public disclosure and use extends only to the limited information or items that are entitled to  
9 confidential treatment under the applicable legal principles. The parties further acknowledge, as  
10 set forth in Section 12.4, below, that this Stipulated Protective Order does not entitle them to file  
11 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
12 followed and the standards that will be applied when a party seeks permission from the court to  
13 file material under seal.

14 2. DEFINITIONS

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

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

20 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
21 well as their support staff).

22 2.4 Designating Party: a Party or Non-Party that designates information or items that  
23 are produced by any Party or Non-Party in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
26 medium or manner in which it is generated, stored, or maintained (including, among other things,  
27 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
28 responses to discovery in this matter.

1           2.7     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  
3 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s  
4 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party  
5 or of a Party’s competitor.

6           2.8     House Counsel: attorneys who are employees of a party to this action. House  
7 Counsel does not include Outside Counsel of Record or any other outside counsel.

8           2.10    Non-Party: any natural person, partnership, corporation, association, or other legal  
9 entity not named as a Party to this action.

10          2.11    Outside Counsel of Record: attorneys who are not employees of a party to this  
11 action but are retained to represent or advise a party to this action and have appeared in this  
12 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
13 that party.

14          2.12    Party: any party to this action, including all of its officers, directors, employees,  
15 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

16          2.13    Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
17 Material in this action.

18          2.14    Professional Vendors: persons or entities that provide litigation support services  
19 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
20 organizing, storing, or retrieving data in any form or medium) and their employees and  
21 subcontractors.

22          2.15    Protected Material: any Disclosure or Discovery Material that is designated as  
23 “CONFIDENTIAL.”

24          2.16    Receiving Party: a Party that receives Disclosure or Discovery Material from a  
25 Producing Party.

26     3.     SCOPE

27           The protections conferred by this Stipulation and Order cover not only Protected Material  
28 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)

1 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
2 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
3 However, the protections conferred by this Stipulation and Order do not cover the following  
4 information: (a) any information that is in the public domain at the time of disclosure to a  
5 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as  
6 a result of publication not involving a violation of this Order, including  
7 becoming part of the public record through trial or otherwise; and (b) any information known to  
8 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure  
9 from a source who obtained the information lawfully and under no obligation of confidentiality  
10 to the Designating Party. Any use of Protected Material at trial shall be governed by a separate  
11 agreement or order.

12 4. DURATION

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

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
22 or Non-Party that designates information or items for protection under this Order must take care  
23 to limit any such designation to specific material that qualifies under the appropriate standards.  
24 To the extent it is practical to do so, the Designating Party must designate for protection only  
25 those parts of material, documents, items, or oral or written communications that qualify – so  
26 that other portions of the material, documents, items, or communications for which protection is  
27 not warranted are not swept unjustifiably within the ambit of this Order.

28 //

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

5 If it comes to a Designating Party's attention that information or items that it designated  
6 for protection do not qualify for protection, that Designating Party must promptly notify all other  
7 parties that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
9 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
10 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
11 designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic documents, but  
14 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
15 Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only  
16 a portion or portions of the material on a page qualifies for protection, the Producing Party also  
17 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
18 margins).

19 A Party may designate Disclosure or Discovery Material produced by another Party or a  
20 Non-Party by making the Designation by letter to all Parties and the Non-Party (if applicable),  
21 specifying the production numbers of the documents deemed to be "CONFIDENTIAL" within  
22 15 business days of the date the material is received in the litigation by the Designating Party.

23 A Party or Non-Party that makes original documents or materials available for inspection  
24 need not designate them for protection until after the inspecting Party has indicated which  
25 material it would like copied and produced. During the inspection and before the designation, all  
26 of the material made available for inspection shall be deemed "CONFIDENTIAL." After the  
27 inspecting Party has identified the documents it wants copied and produced, the Producing Party  
28 must determine which documents, or portions thereof, qualify for protection under this Order.

1 Then, before producing the specified documents, the Producing Party must affix  
2 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or  
3 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
4 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
6 Designating Party identify on the record, before the close of the deposition, hearing, or other  
7 proceeding, all protected testimony. When it is impractical to identify separately each portion of  
8 testimony that is entitled to protection and it appears that substantial portions of the testimony  
9 may qualify for protection, the Designating Party may invoke on the record (before the  
10 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days after date of  
11 such deposition (or applicable portion of the deposition, if such deposition is not completed in  
12 one day) to identify the specific portions of the testimony as to which protection is sought. Only  
13 those portions of the testimony that are appropriately designated for protection within the 21  
14 days shall be covered by the provisions of this Stipulated Protective Order.

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

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

1 container or containers in which the information or item is stored the legend  
2 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
3 the Producing Party, to the extent practicable, shall identify the protected portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
5 designate qualified information or items does not, standing alone, waive the Designating Party’s  
6 right to secure protection under this Order for such material. Upon timely correction of a  
7 designation, the Receiving Party must make reasonable efforts to assure that the material is  
8 treated in accordance with the provisions of this Order. The Receiving Party or any other Party  
9 or Non-Party’s distribution or disclosure of Disclosure or Discovery Material prior to the  
10 correction of that Disclosure or Discovery Material’s designation shall not be considered to be in  
11 violation of this Order or subject to sanctions.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

19 6.2 Judicial Intervention. The Challenging Party shall initiate the dispute resolution  
20 process by providing written notice of each designation it is challenging and describing the basis  
21 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
22 notice must recite that the challenge to confidentiality is being made in accordance with this  
23 specific paragraph of the Protective Order.

24 Prior to seeking judicial intervention, the Parties must meet and confer in person for the  
25 purpose of resolving any dispute. In conferring, the Challenging Party must explain the basis for  
26 its belief that the confidentiality designation was not proper and must give the Designating Party  
27 an opportunity to review the designated material, to reconsider the circumstances, and, if no  
28 change in designation is offered, to explain the basis for the chosen designation. If unable to

1 resolve any 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 conferred in  
3 person in a good faith attempt to resolve their dispute(s) prior to filing the letter, and the  
4 signature of both Parties or counsel;

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

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

8 (d) Each Party's proposed compromise on the issue(s) in dispute.

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

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

23 The burden of persuasion in any such challenge proceeding shall be on the Designating  
24 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose  
25 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
26 sanctions. All parties shall continue to afford the material in question the level of protection to  
27 which it is entitled under the Producing Party's designation until the court rules on a challenge.

28 //



1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed  
3 or produced by another Party or by a Non-Party in connection with this case only for  
4 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
5 disclosed only to the categories of persons and under the conditions described in this Order.  
6 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
7 section 13 below (FINAL DISPOSITION).

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

10 The Parties and their Outside Counsel of Record are prohibited from emailing any  
11 Protected Material designated as “CONFIDENTIAL,” and must use alternative means to  
12 electronically transfer Disclosure or Discovery so designated under this Order (e.g. FTP sites,  
13 electronic delivery or document sites, electronic document management systems, or any other  
14 electronic system other than email that permits the logging and easy deletion from one place of  
15 the Protected Materials, and that does not disseminate the Protected Materials in a manner that  
16 (like electronic emails) may be difficult to trace, log, and destroy following the conclusion of this  
17 action, in accordance with the terms of this Order).

18 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
19 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
20 disclose any information or item designated “CONFIDENTIAL” only to:

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

25 \_\_\_\_\_  
26 <sup>1</sup> The Receiving Party must store any electronic Protected Material in password-protected form if  
27 it was received in password-protected form.

1 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
2 Party 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  
6 Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and  
9 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who  
10 have signed the “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  
13 A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
14 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
15 separately bound by the court reporter and may not be disclosed to anyone except as permitted  
16 under this Stipulated Protective Order.

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

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
20 LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation that compels  
22 disclosure of any information or items designated in this action as “CONFIDENTIAL” that Party  
23 must:

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

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

1 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
2 Designating Party whose Protected Material may be affected.<sup>2</sup>

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

10 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
11 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.” Such information produced by Non-Parties in  
14 connection with this litigation is protected by the remedies and relief provided by this Order.  
15 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
16 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 some  
21 or all of the information requested is subject to a confidentiality agreement with a Non-Party;  
22 2. promptly provide the Non-Party with a copy of the Stipulated Protective Order  
23 in this litigation, the relevant discovery request(s), and a reasonably specific description of the  
24 information requested; and

25 \_\_\_\_\_  
26 <sup>2</sup> The purpose of imposing these duties is to alert the interested parties to the existence of this  
27 Protective Order and to afford the Designating Party in this case an opportunity to try to protect  
28 its confidentiality interests in the court from which the subpoena or order issued.

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

9   10.   UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

19                   When a Producing Party gives notice to Receiving Parties that certain inadvertently  
20 produced material is subject to a claim of privilege or other protection, the obligations of the  
21 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

22                   This provision is not intended to modify whatever procedure may be established in an e-  
23 discovery order that provides for production without prior privilege review. Pursuant to Federal  
24 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of

25 \_\_\_\_\_

26 <sup>3</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality  
27 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality  
28 interests in this court.

1 disclosure of a communication or information covered by the attorney-client privilege or work  
2 product protection, the parties may incorporate their agreement in the stipulated protective order  
3 submitted to the court.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
6 seek its modification by the court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
8 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
9 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
10 no Party waives any right to object on any ground to use in evidence of any of the material  
11 covered by this Protective Order.

12 12.3 Export Control. Disclosure of Protected Material shall be subject to all applicable  
13 laws and regulations relating to the export of technical data contained in such Protected Material,  
14 including the release of such technical data to foreign persons or nationals in the United States or  
15 elsewhere. The Producing Party shall be responsible for identifying any such controlled technical  
16 data, and the Receiving Party shall take measures necessary to ensure compliance.

17 12.4 Filing Protected Material. Without written permission from the Designating Party  
18 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
19 the public record in this action any Protected Material. A Party that seeks to file under seal any  
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be  
21 filed under seal pursuant to a court order authorizing the sealing of the specific Protected  
22 Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a  
23 request establishing that the Protected Material at issue is privileged, protectable as a trade  
24 secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file  
25 Protected Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then  
26 the Receiving Party may file the Protected Material in the public record pursuant to Civil Local  
27 Rule 79-5(e)(2) unless otherwise instructed by the court.

28 //

1 13. FINAL DISPOSITION

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

17  
18 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

19  
20 Dated: July 17, 2017

**WENDEL, ROSEN, BLACK & DEAN, LLP**

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28 *Attorneys for GreenCycle Paint, Inc.*

1 Dated: July 17, 2017

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7 Dated: July 17, 2017

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14 Dated: July 17, 2017

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25 *Attorneys for Stericycle Environmental*  
26 *Solutions, Inc.*

23 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

25 DATED: July 17, 2017

  
\_\_\_\_\_  
26 Hon. Maria Elena James  
27 United States District Court Magistrate Judge  
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**Attestation Regarding Signatures**

I, Thomas E. Wallerstein, attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

Dated: July 17, 2017

**VENABLE LLP**

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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 *Greencycle Paint Inc. v. Paintcare Inc. et al.*, Case No. 15-cv-04059-MEJ. 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]