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15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN FRANCISCO DIVISION

18 DANIEL LUNA, Individually and on Behalf of)	Case No. 3:15-cv-05447-WHA
All Others Similarly Situated,)
) (Consolidated)
19 Plaintiff,)
) <u>CLASS ACTION</u>
20 vs.)
) STIPULATED [PROPOSED] PROTECTIVE
21 MARVELL TECHNOLOGY GROUP, LTD.,)	ORDER
22 et al.,)	
)
23 Defendants.)	
24 _____)	

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1 This Stipulated Protective Order (“Order”) is meant to govern the use of, and protect from
2 public disclosure, any non-public and confidential or proprietary information used or disclosed in
3 this litigation.

4 **1. PURPOSES AND LIMITATIONS**

5 Disclosure and discovery activity in this action are likely to involve production of
6 confidential, proprietary, or private information for which special protection from public disclosure
7 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
8 the parties hereby stipulate to and petition the Court to enter the following Order. The parties
9 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
10 discovery and that the protection it affords from public disclosure and use extends only to the limited
11 information or items that are entitled to confidential treatment under the applicable legal principles.
12 The parties further acknowledge, as set forth in §12.3, below, that this Order does not entitle them to
13 file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
14 followed and the standards that will be applied when a party seeks permission from the Court to file
15 material under seal.

16 **2. DEFINITIONS**

17 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
18 information or items under this Order.

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

22 2.3 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as
23 well as their support staff).

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

27 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
28 or manner in which it is generated, stored, or maintained (including, among other things, testimony,

1 transcripts, and tangible things), that are produced or generated in disclosures or responses to
2 discovery in this matter.

3 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
4 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
5 consultant in this action and who (1) was not employed by a Defendant at any time two years prior to
6 the alleged class period to present; or (2) at the time of retention, is not a current employee of a
7 competitor of a Party or anticipated to become an employee of a competitor of a Party.

8 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
9 extremely sensitive Confidential Information or Items, disclosure of which to another Party or Non-
10 Party would create a substantial risk of serious harm that could not be avoided by less restrictive
11 means. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items include
12 highly sensitive intellectual property and trade secrets, and highly sensitive employment information.

13 2.8 In-House Counsel: attorneys who are employees of a party to this action. In-House
14 Counsel does not include Outside Counsel of Record or any other outside counsel.

15 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
16 entity not named as a Party to this action.

17 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action
18 but are retained to represent or advise a party to this action and have appeared in this action on
19 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

20 2.11 Party: any party to this action, including all of its officers, directors, employees,
21 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
23 Material in this action.

24 2.13 Professional Vendors: persons or entities that provide litigation support services
25 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
26 storing, or retrieving data in any form or medium) and their employees and subcontractors.

27 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
28 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
2 Producing Party.

3 **3. SCOPE**

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

16 **4. DURATION**

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

23 **5. DESIGNATING PROTECTED MATERIAL**

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
25 Non-Party that designates information or items for protection under this Order must take care to limit
26 any such designation to specific material that qualifies under the appropriate standards. The
27 Designating Party must designate for protection only those parts of material, documents, items, or
28 oral or written communications that qualify – so that other portions of the material, documents,

1 items, or communications for which protection is not warranted are not swept unjustifiably within
2 the ambit of this Order.

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

6 If it comes to a Designating Party's attention that information or items that it designated for
7 protection do not qualify for protection at all or do not qualify for the level of protection initially
8 asserted, the Designating Party must promptly notify all other Parties that it is withdrawing the
9 mistaken designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order, or
11 as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for material in documentary form (*e.g.*, paper or electronic documents, but
15 excluding transcripts of depositions or other pretrial or trial proceedings) that the Producing Party
16 designates "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY":
17 the Producing Party shall affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
18 ATTORNEYS' EYES ONLY" to each page that contains Protected Material.

19 A Party or Non-Party that makes original documents or materials available for inspection
20 need not designate them for protection until after the inspecting Party has indicated which material it
21 would like copied and produced. During the inspection and before the designation, all of the
22 material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –
23 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants
24 copied and produced, the Producing Party must determine which documents, or portions thereof, it
25 designates "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."
26 Then, before producing the specified documents, the Producing Party must affix the appropriate
27 legend ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") to
28 each page that contains Protected Material.

1 (b) for testimony given in deposition or in other pretrial or trial proceedings: the
2 Designating Party shall identify on the record, before the close of the deposition, hearing, or other
3 proceeding, all testimony it designates “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY.” Notwithstanding the foregoing, a Party or the Designating Party
5 may invoke on the record (before the deposition or proceeding is concluded) a right to have up to
6 thirty (30) days after the receipt of the transcript of the testimony in which to identify the specific
7 portions of the testimony as to which protection is claimed. Only those portions of the testimony
8 that are appropriately designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY” within the thirty (30) days shall be covered by the provisions of this
10 Order. Alternatively, a Designating Party may specify, at the deposition or up to 30 days afterwards
11 if that period is properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

13 With respect to deposition or other transcripts containing Protected Material, as instructed by
14 the Designating Party, the court reporter shall affix prominently on each page containing such
15 Protected Material the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.”

17 (c) for information produced in some form other than documentary and for any
18 other tangible items: The Producing Party shall affix in a prominent place on the exterior of the
19 container or containers in which the information or item is stored the legend “CONFIDENTIAL” or
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

21 (d) for information requiring production in native or non-documentary electronic
22 form (*e.g.*, a database): By its nature, certain electronic information is impracticable to designate for
23 confidentiality on a document or item by item basis. In such instances, the Producing Party shall
24 therefore affix in a prominent place on the exterior of the container or containers within which the
25 electronic information is stored or transmitted (*e.g.*, a physical CD-ROM or hard disk drive) the
26 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The
27 Receiving Party shall mark any documents it prints from such designated files “CONFIDENTIAL”

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1 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as applicable, and treat them as
2 Protected Material, in accordance with the provisions of this Order.

3 (e) Notwithstanding the foregoing sections 5.2(a)-(d), information and material
4 the Producing Party produces with the legend “FOIA Confidential Treatment Requested by Marvell”
5 shall be treated as having been designated “CONFIDENTIAL.”

6 (f) Notwithstanding the foregoing sections 5.2(a)-(d), any Disclosure or
7 Discovery Material produced by a Non-Party, to the extent it is not designated “HIGHLY
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by that Non-Party, shall be treated in the same
9 manner as material “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” until thirty (30)
10 days after such material is delivered to each Receiving Party. This material is not deemed to be
11 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” even though such
12 material is treated in the same manner as material designated “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY” for thirty (30) days. During the 30-day period, counsel for any
14 Receiving Party may affirmatively designate the material as “CONFIDENTIAL” (if not already so
15 designated) or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by stating in writing
16 the specific material to be so designated and, with respect to material in documentary form, by re-
17 producing the material with the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY” affixed to each page that contains Protected Material. If upon
19 expiration of the 30-day period, no “CONFIDENTIAL” (if not already so designated) or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation is made by any Receiving Party,
21 then such Disclosure or Discovery Material is no longer treated in the same manner as material
22 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under the terms of this
23 Order.

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
25 designate qualified information or items does not, standing alone, waive the Designating Party’s
26 right to secure protection under this Order for such material. If material is promptly and
27 appropriately designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
28 EYES ONLY” upon discovery of the inadvertent failure to designate, upon such timely correction of

1 a designation, the Receiving Party must make reasonable efforts to assure that the material is treated
2 in accordance with the provisions of this Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

23 6.3 Judicial Intervention. If the Parties' efforts to resolve a challenge without court
24 intervention prove unsuccessful, and the Challenging Party still seeks to pursue a challenge to a
25 confidentiality designation after considering the justification offered by the Designating Party, the
26 Challenging Party shall serve written notice (which may be accomplished via email), in accordance
27 with this specific paragraph of the Order, identifying for the Designating Party, the challenged
28 material. The Designating Party shall file and serve a motion to retain confidentiality under Civil

1 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
2 initial notice of challenge or within 14 days of service of written notice pursuant to this paragraph,
3 whichever is later. Each such motion must be accompanied by a competent declaration affirming
4 that the movant has complied with the meet and confer requirements imposed in the preceding
5 paragraph. Failure by the Designating Party to make such a motion within the applicable time limit
6 shall automatically waive the confidentiality designation for each challenged designation. In
7 addition, the Challenging Party may file a motion challenging a confidentiality designation at any
8 time if there is good cause for doing so, including a challenge to the designation of a deposition
9 transcript or any portions thereof. Any motion brought pursuant to this provision must be
10 accompanied by a competent declaration affirming that the movant has complied with the meet and
11 confer requirements imposed by the preceding paragraph.

12 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
13 Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary
14 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Until the
15 Court rules on a motion challenging confidentiality or on the Designating Party's motion to retain
16 confidentiality, all parties shall continue to afford the material in question the level of protection to
17 which it is entitled under the Producing Party's designation.

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

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
20 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
21 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
22 the categories of persons and under the conditions described in this Order. When the litigation has
23 been terminated, a Receiving Party must comply with the provisions of §13 below (FINAL
24 DISPOSITION).

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

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1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
2 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
3 information or item designated “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
5 employees of said Outside Counsel of Record to whom disclosure is reasonably necessary for this
6 litigation;

7 (b) the officers, directors, and employees (including In-House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this litigation;

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

12 (d) the Court and its personnel;

13 (e) court reporters and their staff and Professional Vendors to whom disclosure is
14 reasonably necessary for this litigation;

15 (f) professional jury or trial consultants to whom disclosure is reasonably
16 necessary for this litigation, and who have signed the “Acknowledgment and Agreement to Be
17 Bound” (Exhibit A);

18 (g) during their depositions, witnesses in the action to whom disclosure is
19 reasonably necessary. Pages of transcribed deposition testimony or exhibits to depositions that reveal
20 Protected Material must be separately bound by the court reporter and may not be disclosed to
21 anyone except as permitted under this Order; and

22 (h) the author or recipient of a document containing the information or a
23 custodian or other person who otherwise possessed or knew the information.

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

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1 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
2 employees of said Outside Counsel of Record to whom disclosure is reasonably necessary for this
3 litigation;

4 (b) the Receiving Party’s In-House Counsel to whom disclosure is reasonably
5 necessary for this litigation;

6 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
7 for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
8 A), and (3) who at the time of retention are not a current officer, director, or employee of a
9 competitor of a Party or anticipated to become one;

10 (d) the Court and its personnel;

11 (e) court reporters and their staff and Professional Vendors to whom disclosure is
12 reasonably necessary for this litigation;

13 (f) professional jury or trial consultants to whom disclosure is reasonably
14 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be
15 Bound” (Exhibit A); and

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

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

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

24 (a) promptly, within 3 days, notify in writing (by email) the Designating Party.
25 Such notification shall include a copy of the subpoena or court order;

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

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

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

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

12 (a) The terms of this Order are applicable to information produced by a Non-
13 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this
15 litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions
16 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 with
19 the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

20 (i) 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-Party;

22 (ii) promptly provide the Non-Party with a copy of this Order, the relevant
23 discovery request(s), and a reasonably specific description of the information requested; and

24 (iii) make the information requested available for inspection by the Non-
25 Party.

26 (c) If the Non-Party fails to object or seek a protective order from this Court
27 within 21 days of receiving the notice and accompanying information, the Receiving Party may
28 produce the Non-Party’s confidential information responsive to the discovery request. If the Non-

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

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

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

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

15 If Disclosure or Discovery Material or other information subject to a claim of attorney-client
16 privilege, work-product immunity, or any other applicable claim of privilege or immunity is
17 inadvertently produced or otherwise disclosed to any Party or Non-Party, such production or
18 disclosure shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim
19 of privilege or immunity for such Disclosure or Discovery Material or other information.

20 Upon discovery of the Disclosure or Discovery Material subject to a claim of privilege or
21 immunity by the Requesting Party or request by the Producing Party pursuant to this Section, the
22 Receiving Party shall immediately return or destroy all copies of such material and shall destroy any
23 newly created derivative document such as a summary or comment on the inadvertently produced
24 material. The Receiving Party shall not use or disclose the inadvertently produced Disclosure or
25 Discovery Material or other information for any purpose, except nothing herein shall preclude the
26 Receiving Party from challenging the claim of privilege or immunity by seeking an order compelling
27 production of such material. Any motion seeking such an order shall not assert as a ground for
28 production the fact or circumstances of the inadvertent production.

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
3 its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this Order no Party
5 waives any right it otherwise would have to object to disclosing or producing any information or
6 item on any ground not addressed in this Order. Similarly, no Party waives any right to object on
7 any ground to use in evidence of any of the material covered by this Order.

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

21 12.4 No Limitation on Party's Own Protected Material. Nothing in this Order shall restrict
22 any Party to this lawsuit or its or his Counsel from disclosing or using, in any manner and for any
23 purpose, its or his own Protected Material.

24 12.5 Time for Application. Until such time as this Order has been entered by the Court,
25 the parties agree that upon execution by all of the Parties, it will be treated as though it has been
26 entered.

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1 **13. FINAL DISPOSITION**

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

16 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

17 DATED: June 13, 2017

ROBBINS GELLER RUDMAN
& DOWD LLP
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ATTESTATION

I, Scott H. Saham, am the ECF User whose ID and password are being used to file this Stipulated ~~Proposed~~ Protective Oder. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that Harry A. Olivar, Jr. and Jason D. Russell have concurred in this filing.

s/ Scott H. Saham
SCOTT H. SAHAM

* * *

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: June 19, 2017.



THE HONORABLE WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [print or type full name], of _____
5 [print or type full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States District Court for the
7 Northern District of California on [date] in the case of *Daniel Luna v. Marvell Technology Group,*
8 *Ltd., et al.*, Case No. 3:15-cv-05447-WHA. I agree to comply with and to be bound by all the terms
9 of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could
10 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not
11 disclose in any manner any information or item that is subject to this Stipulated Protective Order to
12 any person or entity except in strict compliance with the provisions of this Order.

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

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

20 Date: _____

21 City and State where sworn and signed: _____

22
23 Printed name: _____

24
25 Signature: _____