

United States District Court  
Northern District of California

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

STEVE RABIN and JOHN CHAPMAN,  
on behalf of themselves, and all others similarly  
situated,  
  
Plaintiffs,  
  
v.  
  
PRICEWATERHOUSECOOPERS LLP,  
  
Defendant.

Case No. 16-cv-02276-JST  
  
Hon. Jon S. Tigar  
  
**STIPULATED [~~PROPOSED~~]  
PROTECTIVE ORDER**

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1        1.        PURPOSES AND LIMITATIONS

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

13        2.        DEFINITIONS

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

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

19            2.3        Counsel (without qualifier): Counsel for Plaintiffs and counsel for Defendant.

20            2.4        Designating Party: a Party or Non-Party that designates information or items as  
21 “CONFIDENTIAL.”

22            2.5        Disclosure or Discovery Material: all items or information, regardless of the medium  
23 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
24 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
25 discovery in this matter.

26            2.6        Expert: a person with specialized knowledge or experience in a matter pertinent to  
27 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
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1 consultant in this action.

2 2.7 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” Information or Items:  
3 information (regardless of how it is generated, stored or maintained) or tangible things that (i) relate  
4 to highly sensitive financial or personal information about any individual that could be embarrassing  
5 or otherwise prejudicial to the person whose information is revealed or (ii) relate to the business  
6 strategy of the Designating Party or could prejudice the Designating Party’s ongoing business  
7 relationships (or reasonably prospective business relationships).

8 2.8 House Counsel: attorneys or their staff that work in the in-house legal department of  
9 a Party to this action. House Counsel does not include Outside Counsel of Record or any other  
10 outside counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal  
12 entity not named as a Party to this action.

13 2.10 Outside Counsel: attorneys who are not employees, partners, or principals of a Party  
14 to this action but are retained to represent or advise a Party to this action and have appeared in this  
15 action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that  
16 Party, or any employees and/or staff of the Outside Counsel.

17 2.11 Party: any party to this action, including all of its officers, directors, employees,  
18 partners, principals, independent contractors, consultants, retained experts, and Outside Counsel (and  
19 their support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
21 Material in this action.

22 2.13 Professional Vendors: persons or entities that provide litigation support services  
23 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
24 storing, or retrieving data in any form or medium) and their employees and subcontractors.  
25 Professional Vendors may include persons within a Party that provide litigation support services to  
26 outside clients.

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

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

4 3. SCOPE

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

17 4. DURATION

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

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
26 Non-Party that designates information or items for protection under this Order must take care to  
27 limit any such designation to specific material that qualifies under the appropriate standards.  
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1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
2 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
3 encumber or retard the case development process or to impose unnecessary expenses and burdens on  
4 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 for  
6 protection do not qualify for protection, that Designating Party must promptly notify all other Parties  
7 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 Party  
15 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES  
16 ONLY" to each page that contains protected material.

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

26 (b) for testimony given in deposition or in other pretrial or trial proceedings, such  
27 testimony shall be subject to this Order provided it is designated as "CONFIDENTIAL" or  
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1 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” orally or in writing either (i) at the  
2 time such testimony is given or (ii) within 30 days of receipt by the Party of the final transcript of  
3 such testimony. All information disclosed during a deposition shall be deemed to have been  
4 designated “CONFIDENTIAL” until the thirty-day period set forth in this paragraph has expired.  
5 However, during the thirty-day period set forth above, if a Party wishes to use deposition testimony  
6 in a filing, that Party must first advise the Designating Party in writing of the material it intends to  
7 use, to give the Designating Party a reasonable opportunity to make an appropriate confidentiality  
8 designation.

9 (c) for information produced in some form other than documentary and for any other  
10 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
11 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY  
12 CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
14 designate qualified information or items does not, standing alone, waive the Designating Party’s  
15 right to secure protection under this Order for such material. Upon timely correction of a  
16 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in  
17 accordance with the provisions of this Order. The Designating Party will provide replacement pages  
18 and/or documents with a “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’  
19 EYES ONLY” stamp for each corrected page, and the Receiving Party agrees to destroy any  
20 unmarked original pages and/or documents within two weeks of receiving the corrected pages.

## 21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at  
23 any time (including the failure to designate Discovery Material as “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” Unless a prompt challenge to a Designating  
25 Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
26 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not  
27 waive its right to challenge a confidentiality designation by electing not to mount a challenge  
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1 promptly after the original designation is disclosed.

2           6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
3 by providing written notice of each designation it is challenging and describing the basis for each  
4 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
5 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
6 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
7 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
8 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
9 Party must explain the basis for its belief that the confidentiality designation was not proper and  
10 must give the Designating Party an opportunity to review the designated material, to reconsider the  
11 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
12 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
13 has engaged in this meet and confer process first or establishes that the Designating Party is  
14 unwilling to participate in the meet and confer process in a timely manner.

15           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
16 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil  
17 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the  
18 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process  
19 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a  
20 competent declaration affirming that the movant has complied with the meet and confer  
21 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a  
22 motion including the required declaration within 21 days (or 14 days, if applicable) shall  
23 automatically waive the confidentiality designation for each challenged designation. In addition, the  
24 Challenging Party may file a motion challenging a confidentiality designation at any time if there is  
25 good cause for doing so, including a challenge to the designation of a deposition transcript or any  
26 portions thereof. Any motion brought pursuant to this provision must be accompanied by a  
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1 competent declaration affirming that the movant has complied with the meet and confer  
2 requirements imposed by the preceding paragraph.

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

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
12 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
13 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
14 the categories of persons and under the conditions described in this Order. When the litigation has  
15 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
16 DISPOSITION).

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

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

22 (a) the Receiving Party's Outside Counsel in this action, provided that the employees of  
23 said Outside Counsel to whom it is reasonably necessary to disclose the information for this  
24 litigation have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as  
25 Exhibit A;

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

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

6 (d) the court and its personnel;

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

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

16 (g) the author or recipient of a document containing the information or a custodian or  
17 other person who otherwise possessed or knew the information and who have signed the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

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

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

27 (b) the Receiving Party’s House Counsel to whom disclosure is reasonably necessary for  
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1 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

5 (d) the court and its personnel;

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

9 (f) the author or recipient of a document containing the information or a custodian or  
10 other person who otherwise possessed or knew the information and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

12 (g) Pages of transcribed deposition testimony or exhibits to depositions that reveal  
13 Protected Material must be separately bound by the court reporter and may not be disclosed to  
14 anyone except as permitted under this Stipulated Protective Order.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
16 LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation that compels  
18 disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY  
19 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” that Party must:

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

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

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

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

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

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

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

18 (1) promptly notify in writing the Requesting Party and the Non-Party that some or  
19 all of the information requested is subject to a confidentiality agreement with a Non-Party;

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

23 (3) make the information requested available for inspection by the Non-Party.

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

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
13 MATERIAL

14 The production of privileged or work-product protected documents, ESI or information, whether  
15 inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in this case or  
16 in any other federal or state proceeding. This Order shall be interpreted to provide the maximum  
17 protection allowed by Federal Rule of Evidence 502(d). Nothing contained herein is intended to or  
18 shall serve to limit a Party’s right to conduct a review of documents, ESI or information (including  
19 metadata) for relevance, responsiveness and/or segregation of privileged and/or protected  
20 information before production. A Producing Party which seeks the return of documents under this  
21 section may request the return of documents which should have been withheld on the basis of the  
22 attorney-client and/or work product protection. Upon receipt of such a request for return, the  
23 Receiving Party must immediately destroy the documents including all information contained in the  
24 documents that has been incorporated into notes, summaries, communications or other work product  
25 and confirm within three (3) business days that the destruction is complete. Should the Receiving  
26 Party disagree with the assertion of privilege, it may move to compel production of the documents  
27 within fourteen (14) days. Further, any Party who receives a privileged or work-product protected  
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1 document, ESI or information and knows or reasonably should know that the document, ESI or  
2 information was inadvertently produced shall promptly notify the Producing Party.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
5 its modification by the court in the future.

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

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

21 13. FINAL DISPOSITION

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

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 Respectfully submitted,

12  
13 Dated: November 3, 2016

14 By: /s/ Jahan C. Sagafi  
15 Jahan C. Sagafi  
16 Jahan C. Sagafi (Cal. Bar No. 227887)  
17 Katrina L. Eiland (Cal. Bar No. 275701)  
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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: November 7, 2016

  
The Honorable Jon S. Tigar  
UNITED STATES DISTRICT JUDGE

**ATTESTATION PURSUANT TO CIVIL L.R. 5-1(i)(3)**

I, Emily Nicklin, am the ECF User whose ID and password are being used to file this document. I hereby attest that concurrence in the filing of this document has been obtained from the signatories.

Dated: November 3, 2016

By: /s/ Emily Nicklin  
Emily Nicklin

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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 in the case of *Rabin v. PricewaterhouseCoopers LLP*, Case No. 16-cv-02276-JST. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

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

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_