

United States District Court
Northern District of California

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JULIAN FRASER, *et al.*

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JULIAN FRASER, JOSEPH WUCHER,
IRENE DAMSKY, KIM ZAIA, and
CHRIS JACKSON as individuals and in
their representative capacity,

Plaintiffs,

Case No. 3:17-cv-03702

STIPULATED PROTECTIVE ORDER

STIPULATED PROTECTIVE ORDER

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v.

NATIONWIDE MUTUAL INSURANCE
COMPANY, a corporation,
SCOTTSDALE INSURANCE
COMPANY, DBA Nationwide
E&S/Specialty, a corporation,

Defendants.

1. PURPOSES AND LIMITATIONS

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

2. DEFINITIONS

“ATTORNEYS’ EYES ONLY” Information or Items: CONFIDENTIAL information or Items (defined below) which constitutes, discloses, reveals, describes or discusses, in whole or in part, a trade secret within the meaning of the California Uniform Trade Secrets Act, financial statements or budgets of DEFENDANTS or related entities, or other highly sensitive non-public business-related information, including information regarding Defendants’ clients/customers.

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

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is

1 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
2 Civil Procedure 26(c).

3 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
4 as their support staff).

5 2.4 Designating Party: a Party or Non-Party that designates information or items that it
6 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

7 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
8 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
9 transcripts, and tangible things), that are produced or generated in disclosures or responses to
10 discovery in this matter.

11 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
12 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
13 consultant in this action.

14 2.7 House Counsel: attorneys who are employees of a party to this action. House
15 Counsel does not include Outside Counsel of Record or any other outside counsel.

16 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
17 entity not named as a Party to this action.

18 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
19 but are retained to represent or advise a party to this action and have appeared in this action on
20 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

21 2.10 Party: any party to this action, including all of its officers, directors, employees,
22 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

23 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
24 Material in this action.

25 2.12 Professional Vendors: persons or entities that provide litigation support services
26 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
27 storing, or retrieving data in any form or medium) and their employees and subcontractors.

1 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
2 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

3 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 3. SCOPE

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

18 4. DURATION

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

25 5. DESIGNATING PROTECTED MATERIAL

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

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

10 If it comes to a Designating Party’s attention that information or items that it designated for
11 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
12 that it is withdrawing the mistaken designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
14 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
15 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
16 designated before the material is disclosed or produced.

17 Designation in conformity with this Order requires:

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

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 material it
25 would like copied and produced. During the inspection and before the designation, all of the material
26 made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
27 identified the documents it wants copied and produced, the Producing Party must determine which
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1 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
2 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page
3 that contains Protected Material. If only a portion or portions of the material on a page qualifies for
4 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
5 appropriate markings in the margins).

6 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
7 Designating Party identify on the record, before the close of the deposition, hearing, or other
8 proceeding, all protected testimony. If designation is not made at the time of the deposition, any
9 transcript containing Protected Material shall be designated as containing such information by no
10 later than thirty (30) days after the date of the Designating Party’s Counsel’s receipt of the
11 deposition transcript, which designation shall be in writing served on all parties. Otherwise, such
12 transcript shall not be subject to this Protective Order. Transcript pages containing or constituting
13 Protected Material shall be separately bound by the court reporter and marked on each page
14 accordingly. If a Receiving Party wishes to show portions of a document or transcript that is not
15 Protected Material to a person or party not described below in Paragraph 4(a), it shall first redact all
16 pages designated as Protected Material.

17 (c) for information produced in some form other than documentary and for any other
18 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
19 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
20 portion or portions of the information or item warrant protection, the Producing Party, to the extent
21 practicable, shall identify the protected portion(s).

22 (d) Any portion of any document, any information produced on magnetic disks or other
23 computer-related media, and oral testimony produced or given in this action that is asserted by any
24 Party to contain or constitute ATTORNEYS’ EYES ONLY Information or Item shall be so
25 designated either by the Producing Party, or the Designating Party (if different). Each page of each
26 document, and the front of each disk, shall be marked on its face with the legend “ATTORNEYS’
27 EYES ONLY.” Transcript pages containing or constituting ATTORNEYS’ EYES ONLY
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1 Information or Item shall be separately bound by the court reporter and marked ATTORNEYS'
2 EYES ONLY on each page. If the Receiving Party wishes to show non-ATTORNEYS' EYES
3 ONLY portions of a document or transcript containing ATTORNEYS' EYES ONLY Information or
4 Item to a person or party not described below in Paragraph 4(b), it shall first redact all pages
5 designated ATTORNEYS' EYES ONLY. All designations of CONFIDENTIAL or ATTORNEYS'
6 EYES ONLY Information or Item shall be made on or before the time of the production of the
7 information, except in the case of a production made by a third party to the action. In such case, a
8 Designating Party may make such designation within seven days of receipt of such production. For
9 a period of seven days from the date of such production, the information shall be treated as if it was
10 produced pursuant to a designation of ATTORNEYS' EYES ONLY.

11 5.3 Inadvertent Failures to Designate. If a Party through inadvertence produces any
12 CONFIDENTIAL or ATTORNEYS' EYES ONLY Information or Item without labeling or marking
13 or otherwise designating it as such in accordance with the provisions of this Protective Order, the
14 Party may give written notice to the Receiving Party that the document or thing produced is deemed
15 CONFIDENTIAL or ATTORNEYS' EYES ONLY Information or Item and should be treated as
16 such in accordance with the provisions of this Protective Order. The Receiving Party must treat such
17 documents and things with the noticed level of protection from the date such notice is received.
18 Promptly upon providing such notice to the Receiving Party, the Party which has provided notice as
19 set forth herein shall provide the Receiving Party with another copy of the documents or things that
20 bear the new designation under this Protective Order, at which time the Receiving Party shall return
21 the originally-produced documents and things. The Receiving Party's disclosure, prior to the receipt
22 of notice of a new designation, to persons not authorized to receive such information shall not be
23 deemed a violation of this Protective Order. However, the Receiving Party shall make a good faith
24 effort to immediately retrieve such information from such persons not authorized to receive such
25 information and to obtain agreement from the person to whom the disclosure was made to be bound
26 by this Protective Order. If such efforts are unsuccessful, the Receiving Party shall notify the Party
27 which has provided notice as set forth herein of the disclosure and the identity of the person or entity
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1 to whom the disclosure was made.

2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
4 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
5 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
6 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
7 confidentiality designation by electing not to mount a challenge promptly after the original
8 designation is disclosed.

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

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

9 The burden of persuasion in any such challenge proceeding shall be on the Designating
10 Party. Unless the Designating Party has waived the confidentiality designation by failing to file a
11 motion to retain confidentiality as described above, all parties shall continue to afford the material in
12 question the level of protection to which it is entitled under the Producing Party's designation until
13 the court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
24 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
25 information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees
27 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
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1 this litigation;

2 (b) the officers, directors, and employees (including House Counsel) of the Receiving
3 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

10 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom
11 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and
12 Agreement to Be Bound” (Exhibit A);

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

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

21 7.3 In the absence of written permission from a Designating Party or an order of the
22 Court, any ATTORNEYS’ EYES ONLY Information or Item produced in accordance with the
23 terms herein shall be used solely for purposes of the prosecution and defense of the above-entitled
24 litigation and shall not be disclosed to or discussed with any person other than: (a) Counsel for the
25 Receiving Party including necessary support personnel of counsel; (b) Professional Vendors, such
26 as jury consultants, graphics vendors, and certified court reporters taking testimony involving such
27 ATTORNEYS’ EYES ONLY Information or Item and their support personnel; (c) Experts who

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1 are engaged for the purpose of this action by the party receiving the information and their support
2 personnel; and (d) the individual or individuals who authored, prepared, or lawfully received the
3 information.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
5 LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation that compels
7 disclosure of any Protected Material, that Party must:

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

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

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

15 If the Designating Party timely seeks a protective order, the Party served with the subpoena
16 or court order shall not produce any Protected Material before a determination by the court from
17 which the subpoena or order issued, unless the Party has obtained the Designating Party's
18 permission or unless continuing to await a decision from the court would lead the Party to miss a
19 compliance deadline that has not been stayed by the court or by the issuer of the subpoena. The
20 Designating Party shall bear the burden and expense of seeking protection in that court of its
21 confidential material – and nothing in these provisions should be construed as authorizing or
22 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

23 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
24 LITIGATION

25 (a) The terms of this Order are applicable to information produced by a Non-Party in this
26 action and designated as "CONFIDENTIAL" or for "ATTORNEYS' EYES ONLY." Such
27 information produced by Non-Parties in connection with this litigation is protected by the remedies
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1 and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a
2 Non-Party from seeking additional protections.

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

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

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

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

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

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
2 MATERIAL

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

11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
13 its modification by the court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
15 no Party waives any right it otherwise would have to object to disclosing or producing any
16 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
17 Party waives any right to object on any ground to use in evidence of any of the material covered by
18 this Protective Order.

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

2 13. FINAL DISPOSITION

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

18 Pursuant to Section 5-1(i)(3) of the Civil Local Rules, I hereby certify that the content of
19 this document is acceptable to Plaintiff’s counsel, Chaya M. Mandelbaum, and that I have
20 obtained Ms. Mandelbaum's authorization to affix her electronic signature to this document.

21 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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23 DATED: January 3, 2018

/s/ Chaya M. Mandelbaum
Attorneys for Plaintiffs
JULIAN FRASER, et al.

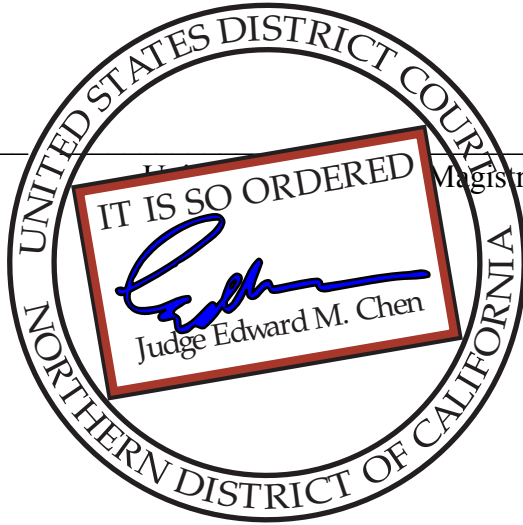
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25 DATED: January 3, 2018

/s/ John S. Hong /s/
Attorneys for Defendants
NATIONWIDE MUTUAL INSURANCE CO. et al

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IT IS SO ORDERED.

DATED: 1/18/18



Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued by the United
States District Court for the Northern District of California in the case of *Fraser, et al. v. Nationwide
Mutual Insurance Company*, et al. Case No. 3:17-cv-03702. 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: _____

Signature: _____

Firmwide:152085245.1 050511.1191