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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GEORGE TZANAVARAS

Plaintiff,

vs.

DR. URI COHEN,

Defendant.

Case No. 3:18-cv-01052-EMC

**[PROPOSED] STIPULATED
PROTECTIVE ORDER FOR
LITIGATION INVOLVING PATENTS,
HIGHLY SENSITIVE
CONFIDENTIAL INFORMATION
AND/OR TRADE SECRETS**

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 13.3, 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.

1 2. DEFINITIONS

2 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
3 information or items under this Order.

4 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
5 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
6 Civil Procedure 26(c).

7 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as their support
8 staff).

9 2.4 Designating Party: a Party or Non-Party that designates information or items that it
10 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

11 2.5 Disclosure or Discovery Material: all items or information, regardless of the
12 medium or manner in which it is generated, stored, or maintained (including, among other things,
13 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
14 responses to discovery in this matter.

15 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
16 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as
17 a consultant in this action, (2) is not a current employee of a Party or of a Party’s competitor, and
18 (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party’s
19 competitor.

20 2.7 House Counsel: attorneys who are employees of a party to this action, or a party to
21 *Cohen v. TSMC North America Corp., et al.*, No. 3:17-cv-06451-EMC (N.D. Cal.), *TSMC North*
22 *America Corp., et al. v. Cohen*, No. 3:17-cv-05001-EMC (N.D. Cal), or *Applied Materials Inc. v.*
23 *Cohen*, No. 3:17-cv-04990-EMC (N.D. Cal.) (each a “Related Litigation”; together, the “Related
24 Litigations”). House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
27 entity not named as a Party to this action.

28 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this

1 action or to one of the Related Litigations, but are retained to represent or advise a party to this
2 action or a Related Litigation and have appeared in this action or a Related Litigation on behalf of
3 that party or are affiliated with a law firm which has appeared on behalf of that party.

4 2.10 Party: any party to this action, including all of its officers, directors, employees,
5 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

6 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
7 Material in this action.

8 2.12 Professional Vendors: persons or entities that provide litigation support services
9 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
10 storing, or retrieving data in any form or medium) and their employees and subcontractors.

11 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
12 “CONFIDENTIAL.”

13 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
14 Producing Party.

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only Protected Material
17 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all
18 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
19 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
20 However, the protections conferred by this Stipulation and Order do not cover the following
21 information: (a) any information that is in the public domain at the time of disclosure to a
22 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
23 result of publication not involving a violation of this Order, including becoming part of the public
24 record through trial or otherwise; and (b) any information known to the Receiving Party prior to the
25 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
26 information lawfully and under no obligation of confidentiality to the Designating Party. Any use
27 of Protected Material at trial shall be governed by a separate agreement or order.
28

1 4. DURATION

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

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
11 Non-Party that designates information or items for protection under this Order must take care to
12 limit any such designation to specific material that qualifies under the appropriate standards. To the
13 extent it is practical to do so, the Designating Party must designate for protection only those parts
14 of material, documents, items, or oral or written communications that qualify – so that other
15 portions of the material, documents, items, or communications for which protection is not
16 warranted are not swept unjustifiably within the ambit of this Order.

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

21 If it comes to a Designating Party’s attention that information or items that it designated for
22 protection do not qualify for protection at all or do not qualify for the level of protection initially
23 asserted, that Designating Party must promptly notify all other parties that it is withdrawing the
24 mistaken designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
26 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
27 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
28 designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents, but
3 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
4 affix the legend “CONFIDENTIAL” to each page that contains protected material.

5 A Party or Non-Party that makes original documents or materials available for inspection
6 need not designate them for protection until after the inspecting Party has indicated which material
7 it would like copied and produced. During the inspection and before the designation, all of the
8 material made available for inspection shall be deemed “CONFIDENTIAL”. After the inspecting
9 Party has identified the documents it wants copied and produced, the Producing Party must
10 determine which documents, or portions thereof, qualify for protection under this Order. Then,
11 before producing the specified documents, the Producing Party must affix the appropriate legend
12 (“CONFIDENTIAL”) to each page that contains Protected Material.

13 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
14 Designating Party identify on the record, before the close of the deposition, hearing, or other
15 proceeding, or within 30 days of receipt of the transcript of the proceeding, all protected testimony
16 and specify the level of protection being asserted. Until 30 days after receiving the transcript, each
17 party shall treat the entirety of the transcript, and each exhibit thereto, as “CONFIDENTIAL”
18 unless before the proceeding the exhibit or subject matter was properly treated as not having any
19 Confidential Information. After the 30 day period, however, transcripts, exhibits thereto, and the
20 information disclosed therein shall be treated in accordance with how they are actually designated.

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

26 Transcripts containing Protected Material shall have an obvious legend on the title page that
27 the transcript contains Protected Material, and the title page shall be followed by a list of all pages
28 (including line numbers as appropriate) that have been designated as Protected Material and the

1 level of protection being asserted by the Designating Party. The Designating Party shall inform the
2 court reporter of these requirements. Any transcript that is prepared before the expiration of a 30-
3 day period for designation shall be treated during that period as if it had been designated
4 “CONFIDENTIAL” in its entirety unless otherwise agreed. After the expiration of that period, the
5 transcript shall be treated only as actually designated.

6 (c) for information produced in some form other than documentary and for any
7 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
8 container or containers in which the information or item is stored the legend “CONFIDENTIAL.”
9 If only a portion or portions of the information or item warrant protection, the Producing Party, to
10 the extent practicable, shall identify the protected portion(s) and specify the level of protection
11 being asserted.

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
13 designate qualified information or items does not, standing alone, waive the Designating Party’s
14 right to secure protection under this Order for such material. Upon timely correction of a
15 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
16 in accordance with the provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
25 by providing written notice of each designation it is challenging and describing the basis for each
26 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
27 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
28 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must

1 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
2 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
3 Party must explain the basis for its belief that the confidentiality designation was not proper and
4 must give the Designating Party an opportunity to review the designated material, to reconsider the
5 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
6 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
7 has engaged in this meet and confer process first or establishes that the Designating Party is
8 unwilling to participate in the meet and confer process in a timely manner.

9 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
10 intervention, the Challenging Party may file a motion challenging a confidentiality designation at
11 any time if there is good cause for doing so, including a challenge to the designation of a
12 deposition transcript or any portions thereof. Any motion brought pursuant to this provision must
13 be accompanied by a competent declaration affirming that the movant has complied with the meet
14 and confer requirements imposed by the preceding paragraph.

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

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
22 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
23 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
24 the categories of persons and under the conditions described in this Order. When the litigation has
25 been terminated, a Receiving Party must comply with the provisions of section 14 below (FINAL
26 DISPOSITION).

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

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 it is reasonably necessary to disclose the
6 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
7 Bound” that is attached hereto as Exhibit A;

8 (b) to the extent disclosure is reasonably necessary for this litigation, the Parties
9 themselves (Dr. Cohen and Mr. Tzanavaras), and the House Counsel of parties to the Related
10 Litigations, after they have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
11 A);

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

15 (d) the court and its personnel;

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

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

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

27 7.3 Procedures for Approving or Objecting to Disclosure of Experts.

28 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the

1 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any
2 information or item that has been designated “CONFIDENTIAL” pursuant to paragraph 7.2(c) first
3 must make a written request to the Designating Party that (1) identifies the general categories of
4 “CONFIDENTIAL” information that the Receiving Party seeks permission to disclose to the
5 Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary
6 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current
7 employer(s), (5) identifies each person or entity from whom the Expert has received compensation
8 or funding for work in his or her areas of expertise or to whom the expert has provided professional
9 services, including in connection with a litigation, at any time during the preceding five years,¹ and
10 (6) identifies (by name and number of the case, filing date, and location of court) any litigation in
11 connection with which the Expert has offered expert testimony, including through a declaration,
12 report, or testimony at a deposition or trial, during the preceding five years.

13 (b) A Party that makes a request and provides the information specified in the
14 preceding respective paragraphs may disclose the subject Protected Material to the identified
15 Expert unless, within 5 days of delivering the request, the Party receives a written objection from
16 the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

17 (c) A Party that receives a timely written objection must meet and confer with the
18 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement
19 within seven days of the written objection. If no agreement is reached, the Party seeking to make
20 the disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance
21 with Civil Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such
22 motion must describe the circumstances with specificity, set forth in detail the reasons why the
23 disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would

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26 ¹ If the Expert believes any of this information is subject to a confidentiality obligation to a third-
27 party, then the Expert should provide whatever information the Expert believes can be disclosed
28 without violating any confidentiality agreements, and the Party seeking to disclose to the Expert
shall be available to meet and confer with the Designating Party regarding any such engagement.

1 entail, and suggest any additional means that could be used to reduce that risk. In addition, any
2 such motion must be accompanied by a competent declaration describing the parties' efforts to
3 resolve the matter by agreement (i.e., the extent and the content of the meet and confer discussions)
4 and setting forth the reasons advanced by the Designating Party for its refusal to approve the
5 disclosure.

6 In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of
7 proving that the risk of harm that the disclosure would entail (under the safeguards proposed)
8 outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
10 LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation that compels
12 disclosure of any information or items designated in this action as "CONFIDENTIAL" that Party
13 must:

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

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

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

21 If the Designating Party timely seeks a protective order, the Party served with the subpoena
22 or court order shall not produce any information designated in this action as "CONFIDENTIAL"
23 before a determination by the court from which the subpoena or order issued, unless the Party has
24 obtained the Designating Party's permission. The Designating Party shall bear the burden and

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

1 expense of seeking protection in that court of its confidential material – and nothing in these
2 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
3 disobey a lawful directive from another court.

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

6 (a) The terms of this Order are applicable to information produced by a Non-
7 Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-
8 Parties in connection with this litigation is protected by the remedies and relief provided by this
9 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
10 additional protections.

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

14 1. promptly notify in writing the Requesting Party and the Non-Party that some
15 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

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

19 3. make the information requested available for inspection by the Non-Party.

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

27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

1 Material to any person or in any circumstance not authorized under this Stipulated Protective
2 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
3 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
4 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
5 terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and
6 Agreement to Be Bound” that is attached hereto as Exhibit A.

7 11. PRIVILEGE LOGS

8 The parties agree that any party withholding responsive documents as protected from
9 discovery under any privilege (including, but not limited to, the attorney-client privilege or the
10 work-product immunity doctrine) shall provide a log, as required by Rule 26(b)(5)(A) of the
11 Federal Rules of Civil Procedure, by June 22, 2018. The parties shall supplement their privilege
12 logs, if necessary, as required under Rule 26(e) of the Federal Rules of Civil Procedure. No
13 privileged communications and/or work product relating to this litigation and dated after May 5,
14 2017 (for Dr. Cohen) or Feb. 16, 2018 (for Mr. Tzanavaras) need be identified on a privilege log.

15 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
16 MATERIAL

17 If information is produced in discovery that is subject to a claim of privilege or other
18 protection, the party making the claim may notify any party that received the information of the
19 claim and the basis for it. After being notified, a party must promptly return or destroy the
20 specified information and any copies it has and may not sequester, use or disclose the information
21 until the claim is resolved. This includes a restriction against presenting the information to the
22 court for a determination of the claim. Pursuant to Federal Rule of Evidence 502(d), disclosure of
23 a communication or information covered by the attorney-client privilege or work product
24 protection does not waive the privilege or protection in this or any other federal or state
25 proceeding.

26 13. MISCELLANEOUS

27 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
28 seek its modification by the court in the future.

1 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
2 no Party waives any right it otherwise would have to object to disclosing or producing any
3 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
4 Party waives any right to object on any ground to use in evidence of any of the material covered by
5 this Protective Order.

6 13.3 Filing Protected Material. Without written permission from the Designating Party or
7 a court order secured after appropriate notice to all interested persons, a Party may not file in the
8 public record in this action any Protected Material. A Party that seeks to file under seal any
9 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
10 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
11 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing
12 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled
13 to protection under the law. If a Receiving Party's request to file Protected Material under seal
14 pursuant to Civil Local Rule 79-5(e) is denied by the court, then the Receiving Party may file the
15 Protected Material in the public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise
16 instructed by the court.

17 14. FINAL DISPOSITION

18 Within 60 days after the final disposition of this action and the Related Litigations, as
19 defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing
20 Party or destroy such material. As used in this subdivision, “all Protected Material” includes all
21 copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of
22 the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving
23 Party must submit a written certification to the Producing Party (and, if not the same person or
24 entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where
25 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
26 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other
27 format reproducing or capturing any of the Protected Material. Notwithstanding this provision,
28 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and

1 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports,
2 attorney work product, and consultant and expert work product, even if such materials contain
3 Protected Material. Any such archival copies that contain or constitute Protected Material remain
4 subject to this Protective Order as set forth in Section 4 (DURATION).

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

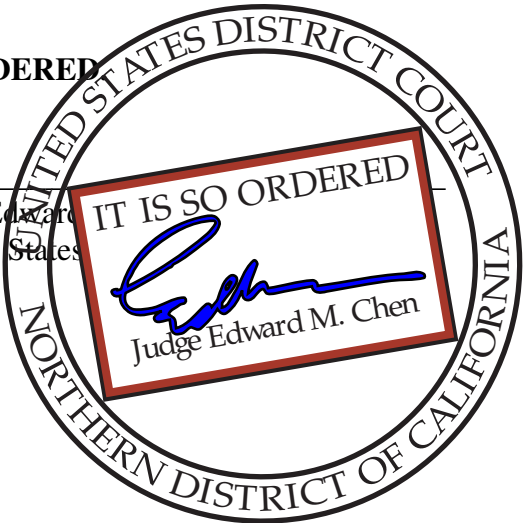
6 DATED: June 7, 2018 /s/ Andrew S. Ong
7 Attorneys for Plaintiff George Tzanavaras

8 DATED: June 7, 2018 /s/ Christopher S. Stewart
9 Attorneys for Defendant Uri Cohen

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

11
12 DATED: June 8, 2018

13 Hon. Edward
14 United States



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that I
5 have read in its entirety and understand the Stipulated Protective Order that was issued by the
6 United States District Court for the Northern District of California on _____ [date] in
7 the case of *Tzanavaras v. Cohen*, No. 3:18-cv-01052-EMC (N.D. Cal.). I agree to comply with and
8 to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge
9 that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I
10 solemnly promise that I will not disclose in any manner any information or item that is subject to
11 this Stipulated Protective Order to any person or entity except in strict compliance with the
12 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]
18 as my California agent for service of process in connection with this action or any proceedings
19 related to enforcement of this Stipulated Protective Order.

20
21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____
24 [printed name]

25 Signature: _____
26 [signature]

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States District Court for the Northern District of California by using the CM/ECF system on June 7, 2018. I further certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct. Executed this 7th day of June 2018.

/s/ Andrew S. Ong
Andrew S. Ong