

United States District Court
Northern District of California

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

ADRIAN HOLLEY, *et al.*,
Plaintiffs,
v.
GILEAD SCIENCES, INC.,
Defendant.

Case No. 3:18-cv-06972-JST
STIPULATED PROTECTIVE ORDER
FOR STANDARD LITIGATION

CHARANDA DOWDY, *et al.*,
Plaintiffs,
v.
GILEAD SCIENCES, INC.,
Defendant.

Case No. 3:19-cv-00481-JST
STIPULATED PROTECTIVE ORDER
FOR STANDARD LITIGATION

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;

1 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
2 applied when a party seeks permission from the court to file material under seal.

3 2. DEFINITIONS

4 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
5 information or items under this Order.

6 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
7 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
8 Civil Procedure 26(c), including, but not limited to, Protected Health Information, as that term is
9 defined in § 2.11 herein, and Sensitive Personal Information, as that term is defined in § 2.16 herein.

10 2.3 Counsel (without qualifier): Outside Counsel of Record or outside counsel and
11 House Counsel (as well as their support staff).

12 2.4 Designating Party: a Party or Non-Party that designates information or items that it
13 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

18 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
19 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
20 consultant in this action.

21 2.7 House Counsel: attorneys who are employees of a party to this action. House
22 Counsel does not include Outside Counsel of Record or any other outside counsel.

23 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
24 entity not named as a Party to this action.

25 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
26 but are retained to represent or advise a party to this action and have appeared in this action on
27 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

28 2.10 Party: any party to this action, including all of its officers, directors, employees,

1 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2 2.11 Protected Health Information: information as that term is used in the Health
3 Insurance Portability and Accountability Act of 1996 and defined in 45 C.F.R. §§ 160 & 164 (2003).
4 Protected Health Information includes, but is not limited to, health information, including
5 demographic information, relating to either: the past, present, or future physical or mental condition
6 of an individual; the provision of care to an individual; and the payment for care provided to an
7 individual that identifies the individual or which reasonably could be expected to identify the
8 individual. Protected Health Information will be designated as CONFIDENTIAL. Except for
9 Protected Health Information concerning Plaintiffs, the Parties will make best efforts to redact
10 Protected Health Information that is personally identifying before it is disclosed or produced.

11 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
12 Material in this action.

13 2.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,
14 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
15 storing, or retrieving data in any form or medium) and their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
17 “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
19 Producing Party.

20 2.16 Sensitive Personal Information: any personal identifying number, including social
21 security numbers and drivers’ license numbers; dates of birth; names of minor children; individual
22 financial information, including financial account numbers; home addresses; e-mail addresses; and
23 telephone numbers. The Parties will make best efforts to designate Sensitive Personal Information
24 as CONFIDENTIAL or redact it before it is disclosed or produced. Furthermore, information
25 disclosing the identity of any patients and/or voluntary reporters shall be treated as confidential
26 discovery material and/or Sensitive Personal Information (as appropriate), regardless of whether
27 the document or material containing such names is designated as CONFIDENTIAL. The person(s)
28 identified in such records shall not be contacted, either directly or indirectly, based on information

1 so disclosed without the express written permission of the Producing Party, or by order of Court.

2 3. SCOPE

3 The protections conferred by this Stipulation and Order cover not only Protected Material (as
4 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
5 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
6 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

7 However, the protections conferred by this Stipulation and Order do not cover the following
8 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
9 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
10 publication not involving a violation of this Order, including becoming part of the public record
11 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
12 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
13 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
14 Protected Material at trial shall be governed by a separate agreement or order.

15 4. DURATION

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

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
24 Non-Party that designates information or items for protection under this Order must take care to
25 limit any such designation to specific material that qualifies under the appropriate standards.

26 Mass, indiscriminate, or routinized designations are prohibited, but this does not restrict a
27 party's ability to designate for protection categories of information or items that qualify under the
28 appropriate standards. Designations that are shown to be clearly unjustified or that have been made

1 for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or
2 to impose unnecessary expenses and burdens on other parties) expose the Designating Party to
3 sanctions.

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

7 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
8 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
9 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
10 designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic documents, but
13 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
14 affix the legend "CONFIDENTIAL" to each page of each document that contains protected material.
15 In the case of a native file production the file name shall indicate the item is confidential.

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

24 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
25 Designating Party identify on the record or in writing within 21 days of receipt of the final transcript
26 of the deposition or other proceedings, all protected testimony. All testimony will be treated as
27 CONFIDENTIAL until the expiration of such 21-day period, unless mutually agreed by the Parties
28 in writing.

1 (c) for information produced in some form other than documentary and for any other
2 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
3 containers in which the information or item is stored the legend "CONFIDENTIAL." If only a
4 portion or portions of the information or item warrant protection, the Producing Party, to the extent
5 practicable, shall identify the protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
7 designate qualified information or items does not, standing alone, waive the Designating Party's
8 right to secure protection under this Order for such material. Upon timely correction of a
9 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
10 accordance with the provisions of this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at
13 any time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary
14 to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
15 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality
16 designation by electing not to mount a challenge promptly after the original designation is disclosed.

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

1 unwilling to participate in the meet and confer process in a timely manner.

2 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
3 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
4 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 30 days of the
5 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
6 will not resolve their dispute, whichever is later. Each such motion must be accompanied by a
7 competent declaration affirming that the movant has complied with the meet and confer
8 requirements imposed in the preceding paragraph. In addition, the Challenging Party may file a
9 motion challenging a confidentiality designation at any time if there is good cause for doing so,
10 including a challenge to the designation of a deposition transcript or any portions thereof. Any
11 motion brought pursuant to this provision must be accompanied by a competent declaration
12 affirming that the movant has complied with the meet and confer requirements imposed by the
13 preceding paragraph.

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

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

28 Protected Material must be stored and maintained by a Receiving Party at a location and in a

1 secure manner that ensures that access is limited to the persons authorized under this Order.

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

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

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

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

13 (d) the court and its personnel;

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

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

23 (g) the author or recipient of a document containing the information or a custodian or
24 other person who otherwise possessed or knew the information;

25 (h) any mediator who is assigned to hear this matter, and his or her staff, subject to the
26 agreement to maintain confidentiality to the degree required by this Protective Order; and

27 (i) Professional Vendors and Counsel managing such vendors as necessary for services
28 related to the production of information in discovery; such Professional Vendors and Counsel may

1 execute the “Acknowledgment and Agreement to Be Bound” (Exhibit A) at the enterprise level.

2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
3 LITIGATION

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

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

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

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

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

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

23 (a) The terms of this Order are applicable to information produced by a Non-Party in this
24 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
25 connection with this litigation is protected by the remedies and relief provided by this Order.

26 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional
27 protections.

28 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-

1 Party's confidential information in its possession, and the Party is subject to an agreement with the
2 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

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

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

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

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

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

24 11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

25 Pursuant to Fed. R. Evid. 502(d), the production of a privileged or work-product-protected
26 document, whether inadvertent or otherwise, is not a waiver of privilege or protection from
27 discovery in this case or in any other federal or state proceeding, arbitration, patent proceeding, or
28 other administrative proceeding. For example, the mere production of privileged or work-product-

1 protected documents in this case as part of a mass production is not itself a waiver in this case or
2 in any other federal or state proceeding, arbitration, patent proceedings, or other administrative
3 proceedings. Nor shall the fact of production by any producing party in this action be used as a
4 basis for arguing that a claim of privilege or work-product has been waived in any other
5 proceeding. This non-waiver order shall be interpreted to provide the maximum protection
6 allowed by law.

7 In the event that a producing party claims that it failed to designate or withhold any
8 production materials or other information as privileged or work-product materials, it shall
9 promptly notify, in writing, all parties to whom such privileged material was produced or
10 disclosed of the producing party's intent to assert a claim of privilege or work-product over such
11 materials.

12 Upon written notification from the Producing Party to the Receiving Party identifying
13 disclosed Privileged Material, the Receiving Party shall not review the disclosed Privileged
14 Material in any respect; shall within ten days return, sequester, delete or destroy all copies of the
15 disclosed Privileged Material (including any and all work-product containing such Privileged
16 Material); shall take reasonable steps to retrieve such Privileged Material if the Receiving Party
17 disclosed it before being notified; and shall make no further use of such Privileged Material (or
18 work product containing such Privileged Material). Contemporaneously with the written notice,
19 the Producing Party must provide to the Receiving Party a privilege or redaction log, in the form
20 agreed to by the Parties, from which the Receiving Party can assess the claim of privilege.

21 The Receiving Party may object to the Producing Party's designation of disclosed
22 information as Privileged Material by providing written notice of such objection within ten days of
23 its receipt of a written demand for the return of the disclosed Privileged Material. The Parties
24 must meet and confer in good faith in an attempt to resolve any dispute regarding the designation
25 of information as Privileged Material. If the Parties are unable to resolve any such dispute, the
26 issue shall be resolved by the Court, which – in the Court's discretion – may involve an in camera
27 review of the disclosed Privileged Material. However, the Receiving Party agrees not to argue in
28 connection with a dispute over Privileged Material that the information may not have been

1 reviewed by the Producing Party prior to its disclosure or that the Producing Party did not take
2 reasonable steps to prevent disclosure.

3 Pending resolution of any such dispute by the Court, the Receiving Party shall not review
4 and shall not use the disclosed Privileged Material in any respect. Where the parties agree, or the
5 Court orders, that a document is protected by the attorney-client, work-product, or other privilege,
6 and such document was originally produced in electronic format on media containing production
7 materials that are not subject to any exemption from production, the producing party shall
8 promptly provide replacement production to the receiving party.

9 Nothing in this Order shall relieve Counsel for any Receiving Party of any existing duty or
10 obligation, whether established by case law, rule of court, regulation or other source, to sequester,
11 return, and not to review, any privileged or work-product materials without being requested by the
12 producing party to do so.

13 This Order shall be interpreted to provide the maximum protection allowed by law.
14 Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review
15 of documents, ESI or information (including metadata) for relevance, responsiveness and/or
16 segregation of privileged and/or protected information before production.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
19 its modification by the court in the future.

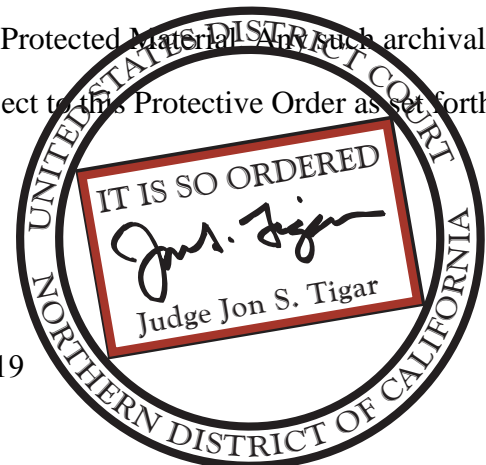
20 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
21 no Party waives any right it otherwise would have to object to disclosing or producing any
22 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
23 Party waives any right to object on any ground to use in evidence of any of the material covered by
24 this Protective Order.

25 12.3 Filing Protected Material. Without written permission from the Designating Party or a
26 court order secured after appropriate notice to all interested persons, a Party may not file in the
27 public record in this action any Protected Material. The Parties may, without prior Court approval,
28 redact from their public filings Sensitive Personal Information and information disclosing the

1 identity of any patients and/or voluntary reporters. Excluding these exceptions, a Party that seeks to
2 file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material
3 may only be filed under seal pursuant to a court order authorizing the sealing of the specific
4 Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
5 request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
6 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected
7 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving
8 Party may file the information in the public record pursuant to Civil Local Rule 79-5(e) unless
9 otherwise instructed by the court.

10 13. FINAL DISPOSITION

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



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28 Dated: April 29, 2019

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: April 22, 2019 /s/ Robert C. Hilliard
Attorneys for Plaintiffs

DATED: April 22, 2019 /s/ Alycia A. Degen
Attorneys for Defendant

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: _____
United States District/Magistrate Judge

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SIGNATURE ATTESTATION

I am the ECF User whose identification and password are being used to file the foregoing document. Pursuant to Local Rule 5-1(i), I hereby attest that the concurrence in the filing of this document has been obtained from each of the other signatories.

DATED: April 22, 2019

/s/ Alycia A. Degen
Alycia A. Degen

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____ [print or
4 type full address], declare under penalty of perjury that I have read in its entirety and understand the
5 Stipulated Protective Order that was issued by the United States District Court for the Northern
6 District of California on _____ [date] in the case of *Holley, et al. v. Gilead Sciences,*
7 *Inc.*, Case No. 3:18-cv-06972-JST, and *Dowdy, et al. v. Gilead Sciences, Inc.*, Case No. 3:19-cv-
8 00481-JST. I agree to comply with and to be bound by all the terms of this Stipulated Protective
9 Order and I understand and acknowledge that failure to so comply could expose me to sanctions and
10 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any
11 information or item that is subject to this Stipulated Protective Order to any person or entity except
12 in strict compliance with the provisions of this Order.

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

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

20
21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____

27
28