

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

US DOMINION, INC., et al.,

Plaintiffs/Counterclaim  
Defendants,

v.

HERRING NETWORKS, INC., et al.,

Defendants/Counterclaim  
Plaintiffs/Third-Party Plaintiffs,

v.

AT&T SERVICES, INC., et al.,

Third-Party Defendants.

Case No. 1:21-cv-02130-CJN

Judge Carl J. Nichols

**UNOPPOSED JOINT MOTION FOR LEAVE TO FILE AMENDED  
COUNTERCLAIMS/THIRD-PARTY COMPLAINT UNDER SEAL**

Pursuant to D.C. District Court Local Civil Rule 5.1(h), defendants/counterclaim plaintiffs/third-party plaintiffs Herring Networks, Inc., Charles Herring, Robert Herring, Sr., and Chanel Rion (collectively, “Herring Defendants”) and third-party defendants AT&T Services, Inc. and William Kennard (collectively, “Third-Party Defendants”), hereby jointly request leave for the Herring Defendants: (1) to file under seal an unredacted version of their Amended Counterclaims/Third-Party Complaint together with documents attached in support that have been designated as confidential in litigation pending in San Diego Superior Court, and (2) to file on this Court’s public docket a version of their Amended Counterclaims/Third-Party Complaint that redacts all references to and information derived from the aforementioned documents. The Herring Defendants and Third-Party Defendants have conferred with counsel for

plaintiffs/counterclaim-defendants US Dominion, Inc., Dominion Voting Systems, Inc., and Dominion Voting Systems Corporation (collectively “Dominion”), and third-party defendant Staple Street Capital LLC (“Staple Street”), who have indicated that Dominion and Staple Street consent to this motion.

### **BACKGROUND**

On April 5, 2023, the Court granted leave for the Herring Defendants to file their Amended Counterclaims/Third-Party Complaint within 30 days and for Third-Party Defendants and Counterclaim Defendants to file their motions to dismiss or other responsive pleadings within 45 days of the filing of the Amended Counterclaims/Third-Party Complaint. *See* Minute Order (Apr. 5, 2023). The Herring Defendants intend to rely upon and attach certain documents (the “Designated Documents”) to their Amended Counterclaims/Third-Party Complaint.

The Designated Documents were produced by AT&T Inc. in the *Herring Networks, Inc. v. AT&T, Inc., et al.* (Case No. 37-2022-00008623-CU-BC-CTL) litigation pending in San Diego Superior Court (the “San Diego Litigation”), and they are governed by a protective order (the “Protective Order”) issued in that case (Dkt. No. 188). A copy of the Protective Order is attached as Exhibit A to the joint stipulation attached to this motion. AT&T Inc. has designated the Designated Documents as Confidential in the San Diego Litigation under the Protective Order.

The Protective Order provides, “Confidential Materials and Highly Confidential Materials shall be used by the persons or entities receiving them only for the purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or defending the Proceeding (defined as [San Diego Superior Court] Case No. 37-2022-00008623-CU-BC-CTL), and not for any business or other purpose whatsoever.” (Protective Order, Ex. A to Stipulation, ¶ 10.) In the San Diego Litigation, Herring Networks, Inc. disputes AT&T Inc.’s confidentiality designations

of the Designated Documents (among others) and has challenged AT&T Inc.'s confidentiality designations as to certain documents produced in the case, including the Designated Documents. AT&T Inc. filed a motion to uphold confidentiality designations that is currently pending in the San Diego Litigation.

Following a meet-and-confer process regarding the Herring Defendants' intended use of the Designated Documents in their Amended Counterclaim/Third-Party Complaint, and in an effort to avoid further motion practice in the San Diego Litigation and unnecessary delay in this action, Third-Party Defendants, AT&T Inc., and the Herring Defendants stipulate that the Herring Defendants may rely on the Designated Documents in support of their Amended Counterclaims/Third-Party Complaint and can attach the Designated Documents to an under-seal copy of their Amended Counterclaims/Third-Party Complaint as a limited exception to Paragraph 10 of the Protective Order in the San Diego Litigation, subject to the grant of this concurrently filed joint motion to seal and other terms contained in the stipulation attached to this joint motion. The parties have stipulated to terms relating to this limited, permitted use, as set forth in the stipulation.<sup>1</sup>

### **ARGUMENT**

This Court has the power and discretion to determine whether records should be sealed. *TIG Ins. Co. v. Fireman's Ins. Co. of Washington, D.C.*, 718 F.Supp.2d 90, 94 (D.D.C. 2010). In evaluating a motion to seal, courts balance the moving parties' interest in keeping the information

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<sup>1</sup> The Herring Defendants note that while they have agreed to these terms, they are simultaneously reserving their right to contest the confidentiality of the Designated Documents in the San Diego Litigation, as expressly provided in the attached stipulation. However, given the Protective Order in the San Diego Litigation and in the interest of compromise and to avoid further motion practice, the Herring Defendants have agreed to stipulate to the filing of the Designated Documents under seal and to seek an Order from this Court pursuant to Local Rule 5.1(h), pending any ruling by the San Diego court on the propriety of the confidentiality designations of the Designated Documents.

confidential against the public interest in accessing court documents. *Id.* Specifically, “when a court is presented with a motion to seal or unseal, it should weigh: (1) the need for public access to the documents at issue; (2) the extent of previous public access to the documents; (3) the fact that someone has objected to disclosure, and the identity of that person; (4) the strength of any property and privacy interests asserted; (5) the possibility of prejudice to those opposing disclosure; and (6) the purposes for which the documents were introduced during the judicial proceedings.” *Metlife, Inc. v. Financial Stability Oversight Council*, 865 F.3d 661, 665 (D.C. Cir. 2017) (cleaned up). Third-Party Defendants maintain that each of these factors weighs in favor of sealing the Designated Documents and redacting the corresponding paragraphs of the Amended Counterclaims/Third-Party Complaint.

**i. The need for public access to the documents at issue**

Under this Court’s precedents, Third-Party Defendants maintain that there is no compelling interest in public access to the Designated Documents or the limited redactions to a handful of paragraphs in the Amended Counterclaims/Third-Party Complaint. The presumption of public access is stronger in criminal cases and cases where the government is a party, and the fact that this is not such a case “weighs in favor” of sealing. *Friedman v. Sebelius*, 672 F. Supp. 2d 54, 58 (D.D.C. 2009) (citing *United States v. Hubbard*, 650 F.2d 293, 317 (D.C. Cir. 1980)). Moreover, the fact that Herring Defendants and Third-Party Defendants have agreed to make a limited sealing request, as opposed to seeking to seal the pleading in its entirety, further weighs in favor of granting

this motion. *Cf. id.* (explaining that asking for a “blanket seal” rather than making a targeted request “weighs against” sealing).

**ii. Prior public access to the documents**

The public has not had, and does not have, access to the Designated Documents. Hall Decl. ¶ 8. The Designated Documents have not been in the public domain, nor have they been distributed beyond—at most—the parties and their counsel in the San Diego Litigation.<sup>2</sup> Hall Decl. ¶ 8. This factor “is neutral where there has been no previous [public] access.” *Grynberg v. BP P.L.C.*, 205 F. Supp. 3d 1, 3 (D.D.C. 2016).

**iii. The fact that someone has objected to disclosure, and the identity of that person**

Third-Party Defendants and AT&T Inc. have objected to disclosure of the Designated Documents and the related paragraphs in the Amended Counterclaims/Third-Party Complaint. Moreover, Dominion and Staple Street consent to sealing of these materials, some of which involve their confidential communications. Accordingly, this factor weighs in favor of sealing. *See Vanda Pharm., Inc. v. Food & Drug Admin.*, 539 F. Supp. 3d 44, 55 (D.D.C. 2021) (explaining that objection to disclosure weighs in favor of sealing).

**iv. The strength of any property and privacy interest asserted**

This factor “corresponds to the exception to public access that protect[s] trade secrets and business information that might harm a litigant’s competitive standing.” *Id.* (cleaned up). Third-Party Defendants maintain that sealing is justified under this factor if disclosure would “‘result in an unwanted invasion of privacy’ or business confidentiality.” *Id.* (quoting *United States v. Hubbard*, 650 F.2d 293, 324 (D.C. Cir. 1980)). Here, the Designated Documents are subject to a

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<sup>2</sup> Any documents designated as Highly Confidential are not even distributed to the opposing parties in the San Diego Litigation.

court-ordered Protective Order in the San Diego Litigation, and they have been designated as Confidential pursuant to that Protective Order because, among other reasons, AT&T Inc. contends that they reflect commercially-sensitive deliberations and contain personally identifiable information. Hall Decl. ¶¶ 4-7. Moreover, the Protective Order entered in the San Diego Litigation precludes use of the Designated Documents in this or any other action unless and until the San Diego court determines otherwise, heightening AT&T Inc.'s interest in ensuring that confidential materials being used in this case only pursuant to AT&T Inc.'s express consent are at least kept confidential. Because the Designated Documents have been designated Confidential, and those designations remain operative and are not being challenged here, Third-Party Defendants maintain that this factor weighs strongly in favor of sealing.

**v. The possibility of prejudice to those opposing disclosure**

This factor “considers whether disclosure of the documents will lead to prejudice in future litigation to the party seeking [to] seal.” *Friedman*, 672 F. Supp. 2d at 60. If the Designated Documents were disclosed in this action, Third-Party Defendants and AT&T Inc. believe they would be prejudiced in future proceedings in the San Diego Litigation. As just one example, if the Designated Documents and related paragraphs of the Amended Counterclaims/Third-Party Complaint are filed publicly on the docket in this case, that would impact AT&T Inc.'s motion to uphold confidentiality designations currently under consideration by the court in the San Diego Litigation. Moreover, public filing of documents that were produced under an agreement and order of confidentiality would vitiate the protections that AT&T Inc. agreed to and was granted in San Diego. Accordingly, Third-Party Defendants maintain this factor weighs in favor of sealing.

**vi. The purposes for which the documents were introduced during the judicial proceedings**

The sixth consideration “concerns the purposes for which the documents were introduced.” *Friedman*, 672 F.Supp.2d at 61. Where “the documents were obtained through discovery, for example, they are afforded a stronger presumption of privacy,” and should be sealed because “those materials typically are not publicly accessible.” *Id.* Moreover, there is no interest in disclosure where the documents are not “central to the claims of the litigation” and no judicial decision turns on the documents themselves. *Vanda Pharm.*, 539 F. Supp. 3d at 57. Here, the Designated Documents were produced in the San Diego Litigation in response to discovery requests and pursuant to the Protective Order. Hall Decl. ¶ 4. The Herring Defendants attach the documents to the Amended Counterclaims/Third-Party Complaint as factual support for their allegations. Although the Court may consider these documents in ruling on any motions to dismiss directed at the Amended Counterclaims/Third-Party Complaint, the focus of the inquiry is on the sufficiency of the allegations themselves, not the documents. Accordingly, Third-Party Defendants maintain that this factor weighs in favor of sealing.

**CONCLUSION**

The Herring Defendants and Third-Party Defendants respectfully request that the Court grant this motion to seal. The other parties to this action, Dominion and Staple Street, do not oppose this motion.

Dated: May 5, 2023

Respectfully submitted,

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**Exhibit A to Joint Motion to Seal**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

US DOMINION, INC., *et al.*,

Plaintiffs/Counterclaim  
Defendants,

v.

HERRING NETWORKS, INC., *et al.*,

Defendants/  
Counterclaim Plaintiffs/  
Third-Party Plaintiffs,

v.

AT&T SERVICES, INC., *et al.*,

Third-Party Defendants.

No. 1:21-cv-02130-CJN

Judge Carl J. Nichols

**STIPULATION CONCERNING USE OF CERTAIN DOCUMENTS DESIGNATED  
CONFIDENTIAL IN SAN DIEGO LITIGATION**

Pursuant to D.C. District Court Local Civil Rule 5.1(h), defendants/counterclaim plaintiffs/third-party plaintiffs Herring Networks, Inc., Charles Herring, Robert Herring, Sr., and Chanel Rion (collectively, “Herring Defendants”) and third-party defendants AT&T Services, Inc. and William Kennard (collectively, “Third-Party Defendants”), hereby stipulate to the following terms in connection with their joint motion to seal parts of the Herring Defendants’ Amended Counterclaim/Third-Party Complaint and accompanying exhibits:

1. On April 5, 2023, the Court granted leave for the Herring Defendants to file their Amended Counterclaim/Third-Party Complaint within 30 days and for Third-Party Defendants and Counterclaim Defendants to file their motions to dismiss or other responsive pleadings within 45 days of the filing of the Amended Counterclaim/Third-Party Complaint. (Minute Order (Apr. 5, 2023).)

2. The Herring Defendants intend to rely upon and attach certain documents, identified by Bates numbers ATT00000760, ATT00000799, ATT00000914, ATT00001223, ATT00001225, ATT00001271, ATT00001278, ATT00001287, and ATT00001316 (the “Designated Documents”), in support of their Amended Counterclaim/Third-Party Complaint.

3. The Designated Documents were produced by AT&T Inc. in the *Herring Networks, Inc. v. AT&T, Inc., et al.* (Case No. 37-2022-00008623-CU-BC-CTL) litigation pending in San Diego Superior Court (the “San Diego Litigation”), and they are governed by a court-ordered protective order (the “Protective Order”) issued in that case (Dkt. No. 188).<sup>1</sup>

4. AT&T Inc. has designated the Designated Documents as Confidential in the San Diego Litigation under the Protective Order.

5. The Protective Order provides, “Confidential Materials and Highly Confidential Materials shall be used by the persons or entities receiving them only for purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or defending the Proceeding (defined as [San Diego Superior Court] Case No. 37-2022-00008623-CU-BC-CTL), and not for any business or other purpose whatsoever.” (Protective Order, Ex. A, ¶ 10.)

6. In the San Diego Litigation, Herring Networks, Inc. disputes AT&T Inc.’s confidentiality designations of the Designated Documents (among others) and has challenged AT&T Inc.’s confidentiality designations as to certain documents produced in the case, including the Designated Documents, and that challenge is currently pending before the San Diego court.

7. Following a meet-and-confer process between the parties regarding the Herring Defendants’ intent to use the Designated Documents in their Amended Counterclaim/Third-Party Complaint, and to avoid further motion practice or any delay in this action, Third-Party

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<sup>1</sup> The Protective Order is attached hereto as Exhibit A.

Defendants, AT&T Inc.,<sup>2</sup> and Herring Defendants stipulate that Herring Defendants may rely on the Designated Documents in support of their Amended Counterclaim/Third-Party Complaint, and, if the Court grants leave to do so, to attach the Designated Documents to an under-seal copy of the Amended Counterclaim/Third-Party Complaint as a limited exception to Paragraph 10 of the Protective Order in the San Diego Litigation, subject to: (1) the grant of the parties' joint motion to seal the Amended Counterclaim/Third-Party Complaint; (2) the Herring Defendants' redaction of any information deriving from the Designated Documents in the Amended Counterclaim/Third-Party Complaint; and (3) providing the Court and all counsel of record with an unsealed and unredacted version of the Amended Counterclaim/Third-Party Complaint. Pursuant to this Stipulation, the Designated Documents and redacted portions of the Amended Counterclaim/Third-Party Complaint would remain under seal unless and until the San Diego court rules that the Designated Documents are not properly designated Confidential under the Protective Order, or the Herring Defendants, Third-Party Defendants, and AT&T Inc., otherwise agree.

8. The Herring Defendants, Third-Party Defendants, and AT&T Inc. stipulate and agree that the Protective Order in the San Diego Litigation otherwise remains in full force and effect. The Herring Defendants, Third-Party Defendants, and AT&T Inc. further agree that all provisions in the Protective Order continue to apply fully to the Designated Documents with the exception of the prohibition in Paragraph 10 of the Protective Order on using the Designated

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<sup>2</sup> AT&T Inc. is not party to this action pending in D.C. District Court (Case No. 1:21-cv-02130-CJN), and by joining this stipulation, the Herring Defendants and Third-Party Defendants stipulate and agree that AT&T Inc. does not seek any relief from the Court nor does AT&T Inc. consent to the Court's jurisdiction. The Herring Defendants and Third-Party Defendants further stipulate that AT&T Inc. expressly reserves the right to contest the Court's jurisdiction if it ever were to be named as a party to this action.

Documents in this action to the limited extent provided for by this Stipulation, subject to any contrary order by the San Diego court.

9. The Herring Defendants, Third-Party Defendants, and AT&T Inc. stipulate and agree that no party in the San Diego Litigation waives or gives up, but instead expressly reserves, its positions regarding the confidentiality of the Designated Documents.

10. As a condition of this Stipulation, the Herring Defendants, Third Party Defendants, and AT&T Inc. agree that no party will claim that any party to the San Diego Litigation has waived any right regarding the admissibility, responsiveness, confidentiality, or privileged status of the Designated Documents in any litigation, forum, or proceeding, including in the San Diego Litigation.

11. The Herring Defendants, Third Party Defendants, and AT&T Inc. further agree that they will not cite or rely on this Stipulation as a basis to use the Designated Documents for any other purpose or in any other action whether currently pending or initiated after this Stipulation is executed so long as the Designated Documents continue to be designated Confidential.

12. The Herring Defendants, Third Party Defendants, and AT&T Inc. further agree that the Third-Party Defendants and Herring Defendants may use the Designated Documents in support of any forthcoming filings in this action, provided that the Designated Documents are filed under seal pursuant to a joint motion to seal agreed to by the parties in this action.

Dated: May 5, 2023

Respectfully submitted,

By: /s/ Brian K. McCalmon

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**Exhibit A to Stipulation**

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**HERRING NETWORKS, INC.**

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN DIEGO**

HERRING NETWORKS, INC., a California  
corporation,

Plaintiff,

v.

AT&T, INC., a Delaware corporation, AT&T  
SERVICES, INC., a Delaware corporation,  
DIRECTV, LLC, a California limited liability  
company, and WILLIAM KENNARD, an  
individual,

Defendants.

**ELECTRONICALLY FILED**

Superior Court of California,  
County of San Diego

**05/18/2022** at 07:30:00 PM

Clerk of the Superior Court  
By Richard Day, Deputy Clerk

Case No. 37-2022-00008623-CU-BC-CTL

**STIPULATION AND PROTECTIVE  
ORDER**

Judge: Hon. John S. Meyer  
Complaint filed: March 7, 2022  
Trial date: Not yet set

1           **IT IS HEREBY STIPULATED** by and between plaintiff Herring Networks, Inc., d/b/a  
 2 One America News Network, and defendants AT&T, Inc. (Specially Appearing), AT&T Services,  
 3 Inc., DIRECTV, LLC, and William Kennard (Specially Appearing) (collectively, “Parties”), by  
 4 and through their respective counsel of record, that to facilitate the exchange of information and  
 5 documents that may be subject to confidentiality limitations on disclosure due to federal laws, state  
 6 laws, and/or privacy rights, the Parties stipulate as follows:

7           1.       In this Stipulation and Protective Order, the words set forth below shall have the  
 8 following meanings:

9                   a.       “Proceeding” means Case No. 37-2022-00008623-CU-BC-CTL.

10                  b.       “Court” means the Hon. John S. Meyer, or any other judge to whom this  
 11 Proceeding may be assigned, including Court staff participating in such proceedings.

12                  c.       “Confidential” means any Documents, Testimony, or Information in the  
 13 possession of a Designating Party that the Designating Party believes in good faith contains  
 14 information involving trade secrets, or confidential business, financial or personal information,  
 15 including but not limited to information protected by California’s constitutional and common law  
 16 right to privacy, subject to Rules 2.550, 2.551, 2.580, 2.585, 8.45, 8.46, and 8.47 of the California  
 17 Rules of Court, or under other provisions of California law or other applicable law.

18                  d.       “Confidential Materials” means any Documents, Testimony, or Information  
 19 as defined below designated as “Confidential” pursuant to the provisions of this Stipulation and  
 20 Protective Order.

21                  e.       “Highly Confidential” means any Information that belongs to or is in the  
 22 possession of a Designating Party and contains any trade secret or any confidential research, design,  
 23 development, commercial, or personal information, including but not limited to technical and  
 24 competitively-sensitive information protected by law, which the Designating Party in good faith  
 25 believes is entitled to a higher level of protection due to its commercial sensitivity or personal  
 26 nature and because the Disclosure of such Information to some or all Parties or non-Parties would  
 27 create a substantial risk of serious financial or other injury that cannot be avoided by less restrictive  
 28 means.

1 f. “Highly Confidential Materials” means any Documents, Testimony, or  
 2 Information, as defined below, designated as “Highly Confidential” pursuant to the provisions of  
 3 this Stipulation and Protective Order.

4 g. “Designating Party” means the Party that designates Documents,  
 5 Testimony, or Information, as defined below, as “Confidential.”

6 h. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give,  
 7 or make available materials, or any part thereof, or any Information contained therein.

8 i. “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as  
 9 those terms are defined by California Evidence Code Sections 250, 255, and 260, including  
 10 discovery responses and objections, which have been produced in discovery in this Proceeding by  
 11 any person or entity, and (ii) any copies, reproductions, or summaries of all or any part of the  
 12 foregoing.

13 j. “Information” means the content of Documents or Testimony.

14 k. “Testimony” means all depositions, declarations, or other testimony taken  
 15 or used in this Proceeding.

16 2. By entering into this Stipulation and Protective Order, Specially Appearing  
 17 Defendants AT&T Inc. and William Kennard do not submit to or concede the Court’s jurisdiction,  
 18 and instead expressly reserve and maintain their objections that the Court lacks personal  
 19 jurisdiction over them. Specially Appearing Defendants AT&T Inc. and William Kennard enter  
 20 this Stipulation and Protective Order for the purpose of ensuring protection over documents  
 21 produced in any discovery ordered by the Court.

22 3. By entering into this Stipulation and Protective Order, Defendants AT&T Services,  
 23 Inc. and DIRECTV, LLC and Specially Appearing Defendants AT&T Inc. and William Kennard  
 24 do not waive the stay of discovery provided for in California Civil Procedure Code Section  
 25 425.16(g), and instead expressly reserve and maintain all objections to discovery based thereon,  
 26 except to the extent otherwise ordered by the Court.

27 4. The entry of this Stipulation and Protective Order does not alter, waive, modify, or  
 28 abridge any right, privilege, or protection otherwise available to any Party with respect to the

1 discovery of matters, including but not limited to any Party's right to assert the attorney-client  
2 privilege, the attorney work product doctrine, or other privileges, or any Party's right to contest  
3 any such assertion.

4 5. Any Documents, Testimony, or Information to be designated as "Confidential" or  
5 "Highly Confidential" must be clearly so designated before the Document, Testimony, or  
6 Information is Disclosed or produced. The "Confidential" or "Highly Confidential" designation  
7 should not obscure or interfere with the legibility of the designated Information.

8 a. For Documents (apart from transcripts of depositions or other pretrial or  
9 trial proceedings), the Designating Party must affix the legend "Confidential" or "Highly  
10 Confidential" on each page of any Document containing such designated material.

11 b. For Testimony given in depositions the Designating Party may either:

12 i. identify on the record, before the close of the deposition, all  
13 "Confidential" or "Highly Confidential" Testimony, by specifying all portions of the Testimony  
14 that qualify as "Confidential" or "Highly Confidential;" or

15 ii. designate the entirety of the Testimony at the deposition as  
16 "Confidential" or "Highly Confidential" (before the deposition is concluded) with the right to  
17 identify more specific portions of the Testimony as to which protection is sought within 30 days  
18 after receipt of the deposition transcript. In circumstances where portions of the deposition  
19 Testimony are designated for protection, the transcript pages containing "Confidential" or "Highly  
20 Confidential" Information may be separately bound by the court reporter, who must affix to the  
21 top of each page the legend "Confidential" or "Highly Confidential," as instructed by the  
22 Designating Party.

23 c. For Information produced in some form other than Documents, and for any  
24 other tangible items, including, without limitation, compact discs or DVDs, the Designating Party  
25 must affix in a prominent place on the exterior of the container or containers in which the  
26 Information or item is stored the legend "Confidential" or "Highly Confidential." If only portions  
27 of the Information or item warrant protection, the Designating Party, to the extent practicable,  
28 shall identify the "Confidential" or "Highly Confidential" portions.

1           6.       The inadvertent production by any of the undersigned Parties or non-Parties to the  
2 Proceedings of any Document, Testimony, or Information during discovery in this Proceeding  
3 without a “Confidential” or “Highly Confidential” designation, shall be without prejudice to any  
4 claim that such item is “Confidential” or “Highly Confidential” and such Party shall not be held  
5 to have waived any rights by such inadvertent production. In the event that any Document,  
6 Testimony, or Information that is subject to a “Confidential” or “Highly Confidential” designation  
7 is inadvertently produced without such designation, the Party that inadvertently produced the  
8 Document shall give written notice of such inadvertent production within twenty (20) days of  
9 discovery of the inadvertent production, together with a further copy of the subject Document,  
10 Testimony, or Information designated as “Confidential” or “Highly Confidential” (the  
11 “Inadvertent Production Notice”). Upon receipt of such Inadvertent Production Notice, the Party  
12 that received the inadvertently produced Document, Testimony, or Information shall promptly  
13 destroy the inadvertently produced Document, Testimony, or Information and all copies thereof,  
14 or, at the expense of the producing Party, return such together with all copies of such Document,  
15 Testimony or Information to counsel for the producing Party and shall retain only the  
16 “Confidential” materials. If the receiving Party chooses to destroy such inadvertently produced  
17 Document, Testimony, or Information, the receiving Party shall notify the producing Party in  
18 writing of such destruction within ten (10) days of receipt of written notice of the inadvertent  
19 production. This provision is not intended to apply to any inadvertent production of any  
20 Document, Testimony, or Information protected by attorney-client or work product privileges. In  
21 the event that this provision conflicts with any applicable law regarding waiver of confidentiality  
22 through the inadvertent production of Documents, Testimony or Information, such law shall  
23 govern.

24           7.       In the event that counsel for a Party receiving Documents, Testimony or  
25 Information in discovery designated as “Confidential” or “Highly Confidential” objects to such  
26 designation with respect to any or all of such items, said counsel shall advise counsel for the  
27 Designating Party, in writing, of such objections, the specific Documents, Testimony or  
28 Information to which each objection pertains, and the specific reasons and support for such

objections (the “Designation Objections”). In response to any Designation Objection to a document designated “Highly Confidential,” Counsel for the Designating Party shall have ten (10) days from receipt of the written Designation Objections to either (a) agree in writing to amend the designation on such documents to “Confidential” or to remove the designation of the Documents, Testimony, or Information pursuant to any or all of the Designation Objections and/or (b) file a motion with the Court seeking to uphold any or all designations on Documents, Testimony, or Information addressed by the Designation Objections (the “Designation Motion”). In response to any Designation Objection to a document designated “Confidential,” Counsel for the Designating Party shall have forty-five (45) days from receipt of the written Designation Objections to either (a) agree in writing to remove the designation of the Documents, Testimony, or Information pursuant to any or all of the Designation Objections and/or (b) file a Designation Motion. Pending a resolution of the Designation Motion by the Court, any and all existing designations on the Documents, Testimony, or Information at issue in such Motion shall remain in place. The Designating Party shall have the burden on any Designation Motion of establishing the applicability of its “Confidential” or “Highly Confidential” designation. In the event that the Designation Objections are neither timely agreed to nor timely addressed in the Designation Motion, then such Documents, Testimony, or Information shall be de-designated in accordance with the Designation Objection applicable to such material.

8. Access to and/or Disclosure of Confidential Materials shall be permitted only to the following persons or entities:

- a. the Court and its staff;
- b. (1) Attorneys of record in the Proceeding and their affiliated attorneys, paralegals, clerical, and other professional staff employed by such attorneys who are actively involved in the Proceeding and are not employees of any Party; and (2) in-house counsel to the undersigned Parties and the paralegal, clerical, and other professional staff employed by such counsel. Each non-lawyer given access to Confidential Materials shall be advised that such materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and that they may not be Disclosed other than pursuant to its terms;

1           c.       the Parties in the Proceeding, limited to those officers, directors, partners,  
2 members, employees, and agents of all non-Designating Parties that counsel for such Parties  
3 deems necessary to aid counsel in the prosecution and defense of this Proceeding, provided,  
4 however, that prior to the Disclosure of Confidential Materials to any such individual, they are  
5 advised of their obligations hereunder;

6           d.       court reporters and/or videographers in this Proceeding (whether at  
7 depositions, hearings, or any other proceeding);

8           e.       any deposition, trial, or hearing witness in the Proceeding who previously  
9 has had access to the same Confidential Materials, or who is currently or was previously an officer,  
10 director, partner, member, employee, or agent of an entity that has had access to the Confidential  
11 Materials;

12           f.       any witness at a deposition or non-trial hearing in the Proceeding who  
13 previously did not have access to the Confidential Materials, provided, however, that each such  
14 witness given access to Confidential Materials shall be advised that such materials are being  
15 Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and  
16 that they may not be Disclosed other than pursuant to its terms;

17           g.       mock jury participants, provided, however, that prior to the Disclosure of  
18 Confidential Materials to any such mock jury participant, counsel for the Party making the  
19 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall  
20 explain that such person is bound to follow the terms of such Order, and shall secure the signature  
21 of such person on a statement in the form attached hereto as Exhibit A;

22           h.       outside experts or expert consultants consulted by the undersigned Parties  
23 or their counsel in connection with the Proceeding, whether or not retained to testify at any oral  
24 hearing, provided, however, that prior to the Disclosure of Confidential Materials to any such  
25 expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of  
26 this Stipulation and Protective Order to such person, shall explain its terms to such person, and  
27 shall secure the signature of such person on a statement in the form attached hereto as Exhibit A.  
28 It shall be the obligation of counsel, upon learning of any breach or threatened breach of this



1 Stipulation and Protective Order by any such expert or expert consultant, to promptly notify  
2 counsel for the Designating Party of such breach or threatened breach;

3 i. employees of outside copying services and other vendors retained by  
4 Counsel to assist in the copying, imaging, handling or computerization of documents, but only to  
5 the extent necessary to provide such services in connection with the litigation of this Proceeding  
6 and only after being informed of the provisions of this Stipulation and agreeing to abide by its  
7 terms;

8 j. Mediators or other Alternative Dispute Resolution neutrals (including their  
9 employees, agents, and contractors) to whom Disclosure is reasonably necessary to their  
10 involvement in the litigation of this Proceeding; and

11 k. any other person or entity that the Designating Party agrees to in writing.

12 9. Access to and/or Disclosure of Highly Confidential Materials shall be permitted  
13 only to the following persons or entities:

14 a. Trial Counsel for the Parties, their partners and associates, and staff and  
15 supporting personnel of such attorneys, such as paralegal assistants, secretarial, stenographic and  
16 clerical employees and contractors, and outside copying services, who are working on this  
17 Proceeding (or any further proceedings herein) under the direction of such attorneys and to whom  
18 it is necessary that the Highly Confidential Materials be Disclosed for purposes of this Proceeding.  
19 Such employees, assistants, contractors and agents to whom such access is permitted and/or  
20 Disclosure is made shall, prior to such access or Disclosure, be advised of, and become subject to,  
21 the provisions of this Protective Order. "Trial Counsel," for purposes of this Paragraph, shall mean  
22 outside retained counsel and shall not include in-house counsel to the undersigned Parties or the  
23 paralegal, clerical and secretarial staff employed by such in-house counsel;

24 b. outside experts or expert consultants consulted by the undersigned Parties or  
25 their counsel in connection with the Proceeding, whether or not retained to testify at any oral  
26 hearing, provided, however, that prior to the Disclosure of Highly Confidential Materials to any  
27 such expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy  
28 of this Stipulation and Protective Order to such person, shall explain its terms to such person, and

1 shall secure the signature of such person on a statement in the form attached hereto as Exhibit A  
 2 prior to the Disclosure of Highly Confidential Materials. It shall be the obligation of Trial Counsel,  
 3 upon learning of any breach or threatened breach of this Stipulation and Protective Order by any  
 4 such expert or expert consultant, to promptly notify Trial Counsel for the Designating Party of such  
 5 breach or threatened breach;

6 c. any deposition or non-trial hearing witness in the Proceeding who previously  
 7 has had access to the same Highly Confidential Materials;

8 d. court reporters and/or videographers in this Proceeding (whether at  
 9 depositions, hearings, or any other proceeding);

10 e. the Court and its staff;

11 f. employees of outside copying services and other vendors retained by  
 12 Counsel to assist in the copying, imaging, handling or computerization of documents, but only to  
 13 the extent necessary to provide such services in connection with the litigation of this Proceeding  
 14 and only after being informed of the provisions of this Stipulation and agreeing to abide by its  
 15 terms;

16 g. Mediators or other Alternative Dispute Resolution neutrals (including their  
 17 employees, agents, and contractors) to whom Disclosure is reasonably necessary to their  
 18 involvement in the litigation of this Proceeding and only after being informed of the provisions of  
 19 this Stipulation and agreeing to abide by its terms; and

20 h. any other person or entity that the Designating Party agrees to in writing.

21 10. Confidential Materials and Highly Confidential Materials shall be used by the  
 22 persons or entities receiving them only for the purposes of preparing for, conducting, participating  
 23 in the conduct of, and/or prosecuting and/or defending the Proceeding, and not for any business or  
 24 other purpose whatsoever.

25 11. Should the need arise for any of the Parties to Disclose Confidential or Highly  
 26 Confidential Information during any hearing or trial before the Court, including through argument  
 27 or the presentation of evidence, such Party may do so only after taking such steps as the Court,  
 28 upon motion of the Disclosing Party, shall deem necessary to preserve the confidentiality of such

1 Confidential or Highly Confidential Information. Reasonable notice of the intended use of such  
2 material shall be given to all counsel of record in order to enable the Parties to arrange for  
3 appropriate safeguards.

4 12. Any person receiving Confidential or Highly Confidential Materials shall not reveal  
5 such materials (including their contents, or any portion or summary thereof) or discuss such  
6 materials (including their contents, or any portion or summary thereof) with any person who is not  
7 entitled to receive such Information as applicable. Any person receiving Confidential or Highly  
8 Confidential Materials must maintain that material in a reasonably secure manner so that it is not  
9 further Disclosed or used in any manner inconsistent with this Stipulation.

10 13. Extracts and summaries of Confidential or Highly Confidential Materials likewise  
11 shall also be treated in accordance with the provisions of this Stipulation.

12 14. The production or Disclosure of Confidential or Highly Confidential Materials shall  
13 in no way constitute a waiver of any Party's right to object to the production or Disclosure of other  
14 information in this Action or in any other action on the basis of privacy, confidentiality, or for any  
15 other reason.

16 15. The inadvertent Disclosure of Discovery Material subject to the attorney-client  
17 privilege or work-product doctrine, or any other applicable privilege or immunity from Disclosure,  
18 without the express intent to waive such privilege, protection, or immunity shall not be deemed a  
19 waiver in whole or in part of the privilege, protection, or immunity, either as to the specific  
20 information Disclosed or as to the same or related subject matter, in this Action or any other  
21 litigation. If the Producing Party notifies the Receiving Party in writing of the inadvertent  
22 Disclosure of documents or other information (the "Inadvertent Materials") which the Producing  
23 Party in good faith believes to be subject to a claim of privilege, including, but not limited to, the  
24 attorney-client privilege or attorney work product, such Producing Party shall not be deemed to  
25 have waived such privilege or protection, but any such claim of privilege or protection shall  
26 continue to apply. Upon receipt of such notice, each Receiving Party shall promptly take all  
27 reasonable steps to return or destroy the Inadvertent Materials (and copies thereof) and take all  
28 reasonable steps to destroy the portions of any work product that incorporates the Inadvertent

1 Materials. If the Receiving Party disputes the privilege claim, it may keep one copy of the  
 2 Inadvertent Material solely for the purposes of the dispute, and must notify the Producing Party of  
 3 the dispute and the basis therefore in writing within ten (10) days of receipt of the Producing Party's  
 4 notification. The Parties shall thereafter meet and confer regarding the disputed privilege claim.  
 5 Other than for an in camera review in connection with seeking a determination by the Court, the  
 6 Receiving Party may not Disclose or use any Inadvertent Material for any purpose until the dispute  
 7 is resolved.

8 16. Any Party to the Proceeding (or other person subject to the terms of this Stipulation  
 9 and Protective Order) may ask the Court, after appropriate notice to the other Parties to the  
 10 Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

11 17. Entering into, agreeing to, and/or complying with the terms of this Stipulation and  
 12 Protective Order shall not:

13 a. operate as an admission by any person that any particular Document,  
 14 Testimony, or Information marked "Confidential" or "Highly Confidential" contains or reflects  
 15 trade secrets, proprietary, confidential or competitively sensitive business, commercial, financial  
 16 or personal information; or

17 b. prejudice in any way the right of any Party (or any other person subject to  
 18 the terms of this Stipulation and Protective Order):

19 i. to seek a determination by the Court of whether any particular  
 20 Confidential Materials or Highly Confidential Materials should be subject to protection under the  
 21 terms of this Stipulation and Protective Order; or

22 ii. to seek relief from the Court on appropriate notice to all other Parties  
 23 to the Proceeding from any provision(s) of this Stipulation and Protective Order, either generally  
 24 or as to any particular Document, Material or Information.

25 18. Any Party to the Proceeding who has not executed this Stipulation and Protective  
 26 Order as of the time it is presented to the Court for signature may thereafter become a Party to this  
 27 Stipulation and Protective Order by its counsel's signing and dating a copy thereof and filing the  
 28

1 same with the Court, and serving copies of such signed and dated copy upon the other Parties to  
2 this Stipulation and Protective Order.

3 19. Any Information that may be produced by a non-Party witness in discovery in the  
4 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as  
5 “Confidential” or “Highly Confidential” under the terms of this Stipulation and Protective Order,  
6 and any such designation by a non-Party shall have the same force and effect, and create the same  
7 duties and obligations, as if made by one of the undersigned Parties hereto. Any such designation  
8 shall also function as consent by such producing non-Party to the authority of the Court in the  
9 Proceeding to resolve and conclusively determine any motion or other application made by any  
10 person or Party with respect to such designation, or any other matter otherwise arising under this  
11 Stipulation and Protective Order.

12 20. If any person subject to this Stipulation and Protective Order who has custody of  
13 any Confidential Materials or Highly Confidential Materials receives a subpoena or other process  
14 (“Subpoena”) from any government or other person or entity demanding production of such  
15 materials, the recipient of the Subpoena shall promptly give notice of the same by electronic mail  
16 transmission, followed by either express mail or overnight delivery to counsel of record for the  
17 Designating Party, and shall furnish such counsel with a copy of the Subpoena. Upon receipt of  
18 this notice, the Designating Party may, in its sole discretion and at its own cost, move to quash or  
19 limit the Subpoena, otherwise oppose production of the Confidential Materials or Highly  
20 Confidential Materials, and/or seek to obtain confidential treatment of such materials from the  
21 subpoenaing person or entity to the fullest extent available under law. The recipient of the  
22 Subpoena may not produce any Confidential Materials or Highly Confidential Materials pursuant  
23 to the Subpoena prior to the date specified for production on the Subpoena.

24 21. Nothing in this Stipulation and Protective Order shall be construed to preclude  
25 either Party from asserting in good faith that certain Confidential Materials or Highly Confidential  
26 Materials require additional protection. The Parties shall meet and confer to attempt to agree upon  
27 the terms of such additional protection.  
28

1           22. If, after execution of this Stipulation and Protective Order, any Confidential  
2 Materials or Highly Confidential Materials submitted by a Designating Party under the terms of  
3 this Stipulation and Protective Order are Disclosed by a non-Designating Party to any person other  
4 than in the manner authorized by this Stipulation and Protective Order, the non-Designating Party  
5 responsible for the Disclosure shall bring all pertinent facts relating to the Disclosure of such  
6 Confidential Materials or Highly Confidential Materials to the immediate attention of the  
7 Designating Party.

8           23. This Stipulation and Protective Order is entered into without prejudice to the right  
9 of any Party to knowingly waive the applicability of this Stipulation and Protective Order to any  
10 Confidential Materials or Highly Confidential Materials designated by that Party.

11           24. Where any Confidential Materials or Highly Confidential Materials, or Information  
12 derived therefrom, are included in any motion or other proceeding governed by California Rules  
13 of Court, Rules 2.550 and 2.551, the Parties and any involved non-party shall follow those rules.  
14 If Confidential or Highly Confidential Materials, or Information derived from Confidential or  
15 Highly Materials, are submitted to or otherwise disclosed to the Court in connection with discovery  
16 motions and proceedings, the same shall be separately filed under seal with the clerk of the Court  
17 in an envelope marked: "CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO  
18 PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING ORDER REQUIRED."

19           25. The Parties shall meet and confer regarding the procedures for use of any  
20 Confidential Materials or Highly Confidential Materials at trial and shall move the Court for entry  
21 of an appropriate order.

22           26. Nothing in this Stipulation and Protective Order shall affect the admissibility into  
23 evidence of Confidential Materials or Highly Confidential Materials, or abridge the rights of any  
24 person to seek judicial review or to pursue other appropriate judicial action with respect to any  
25 ruling made by the Court concerning the issue of the status of any Confidential Materials or Highly  
26 Confidential Materials.

27           27. This Stipulation and Protective Order shall continue to be binding after the  
28 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, except

1 that a Party may seek the written permission of the Designating Party or may move the Court for  
2 relief from the provisions of this Stipulation and Protective Order. To the extent permitted by law,  
3 the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective  
4 Order, even after the Proceeding is terminated.

5 28. Upon written request made within thirty (30) days after the settlement or other  
6 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either (a)  
7 promptly return to counsel for each Designating Party all Confidential Materials and Highly  
8 Confidential Materials, and all copies thereof (except that counsel for each Party may maintain in  
9 its files, in continuing compliance with the terms of this Stipulation and Protective Order, all work  
10 product, and one copy of each pleading filed with the Court and one copy of each deposition  
11 together with the exhibits marked at the deposition), (b) agree with counsel for the Designating  
12 Party upon appropriate methods and certification of destruction or other disposition of such  
13 materials, or (c) as to any Documents, Testimony, or other Information not addressed by sub-  
14 paragraphs (a) and (b), file a motion seeking a Court order regarding proper preservation of such  
15 Materials. To the extent permitted by law the Court shall retain continuing jurisdiction to review  
16 and rule upon the motion referred to in sub-paragraph (c) herein.

17 29. After this Stipulation and Protective Order has been signed by counsel, it shall be  
18 presented to the Court for entry. Counsel agree to be bound by the terms set forth herein with  
19 regard to any Confidential Materials or Highly Confidential Materials that have been produced  
20 before the Court signs this Stipulation and Protective Order.

21 30. The Parties and all signatories to the Certification attached hereto as Exhibit A  
22 agree to be bound by this Stipulation and Protective Order pending its approval and entry by the  
23 Court. In the event that the Court modifies this Stipulation and Protective Order, or in the event  
24 that the Court enters a different protective order, the Parties agree to be bound by this Stipulation  
25 and Protective Order until such time as the Court may enter such a different order. It is the Parties'  
26 intent to be bound by the terms of this Stipulation and Protective Order pending its entry so as to  
27 allow for immediate production of Confidential Materials or Highly Confidential Materials under  
28 the terms herein.

31. This Stipulation and Protective Order may be executed in counterparts.

Dated: May 18, 2022

VEDDER PRICE (CA), LLP

By: 

ERIC R. MCDONOUGH

*Attorneys for Herring Networks, Inc.*

Dated: May \_\_, 2022

GIBSON DUNN & CRUTCHER LLP

By: \_\_\_\_\_

[INSERT]

*Attorneys for AT&T, Inc. (by Special Appearance), AT&T Services, Inc., and William Kennard (by Special Appearance)*

Dated: May 18, 2022

SIDLEY AUSTIN LLP

By: 

ROLLIN A. RANSOM

*Attorneys for DIRECTV, LLC*



31. This Stipulation and Protective Order may be executed in counterparts.

Dated: May 18, 2022

VEDDER PRICE (CA), LLP

By: 

ERIC R. MCDONOUGH

*Attorneys for Herring Networks, Inc.*

Dated: May 18, 2022

GIBSON DUNN & CRUTCHER LLP

By: 

JAMES L. ZELENAY JR.

*Attorneys for AT&T, Inc. (by Special Appearance), AT&T Services, Inc., and William Kennard (by Special Appearance)*

Dated: May \_\_, 2022

SIDLEY AUSTIN LLP

By: \_\_\_\_\_

[INSERT]

*Attorneys for DIRECTV, LLC*

**ORDER**

**GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and Protective Order.

**IT IS SO ORDERED.**

Dated: 5/20/22



THE HONORABLE JOHN S. MEYER

**EXHIBIT A****CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, \_\_\_\_\_[NAME],  
\_\_\_\_\_[POSITION AND EMPLOYER], am  
about to receive Confidential Materials [and Highly Confidential Materials] supplied in  
connection with the Proceeding, Case No. 37-2022-00008623-CU-BC-CTL. I certify that I  
understand that the Confidential Materials [and Highly Confidential Materials] are provided to me  
subject to the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding.  
I have been given a copy of the Stipulation and Protective Order, I have read it, and I agree to be  
bound by its terms.

I understand that the Confidential Materials [and Highly Confidential Materials], as  
defined in the Stipulation and Protective Order, including any notes or other records that may be  
made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted  
by the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of  
this Proceeding, any Confidential Materials [or Highly Confidential Materials] obtained pursuant  
to this Stipulation and Protective Order, except as provided therein or otherwise ordered by the  
Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials [and Highly  
Confidential Materials] provided to me in the Proceeding in a secure manner, and that all copies  
of such materials are to remain in my personal custody until termination of my participation in this  
Proceeding, whereupon the copies of such materials will be returned to counsel who provided me  
with such materials.

1 I declare under penalty of perjury, under the laws of the State of California, that the  
2 foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_, 20\_\_, at \_\_\_\_\_.

3 DATED: \_\_\_\_\_ BY: \_\_\_\_\_

4 Signature

5 Title

6 Address

7 City, State, Zip

8 Telephone Number

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 1925 Century Park East, Suite 1900, Los Angeles, CA 90067.

On May 18, 2022, I served true copies of the following document(s) described as **STIPULATION AND PROTECTIVE ORDER** on the interested parties in this action as follows:

Marcellus McRae, Esq.  
[MMcRae@gibsondunn.com](mailto:MMcRae@gibsondunn.com)  
Ashley E. Johnson, Esq.  
[AJohnson@gibsondunn.com](mailto:AJohnson@gibsondunn.com)  
GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, CA 90071

Attorneys for Defendants

AT&T, INC., a Delaware corporation,  
AT&T SERVICES, INC., a Delaware corporation,  
and

WILLIAM KENNARD, an individual,

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SIDLEY AUSTIN LLP  
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Los Angeles, CA 90013

Attorneys for Defendant

DIRECTV, LLC, a California limited liability company

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused the document(s) to be sent from e-mail address [sgalan@vedderprice.com](mailto:sgalan@vedderprice.com) to the person(s) at the e-mail address(es) listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 18, 2022, in Los Angeles, California.



Steven Galan

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

US DOMINION, INC., *et al.*,

Plaintiffs/Counterclaim  
Defendants,

v.

HERRING NETWORKS, INC., *et al.*,

Defendants/  
Counterclaim Plaintiffs/  
Third-Party Plaintiffs,

v.

AT&T SERVICES, INC., *et al.*,

Third-Party Defendants.

No. 1:21-cv-02130-CJN

Judge Carl J. Nichols

**DECLARATION OF NATALIE L. HALL IN SUPPORT OF JOINT MOTION TO SEAL**

I, Natalie L. Hall, state and declare as follows:

1. I am currently the Assistant Vice President – Senior Legal Counsel of Defendant AT&T Services, Inc. I have been employed by AT&T Services, Inc. since March of 2012. I have personal knowledge of the facts set forth below, and if called as a witness, could and would testify competently to those facts under oath. This declaration is submitted in support of the joint motion to seal Third-Party Plaintiffs’ Amended Counterclaim/Third-Party Complaint.

2. AT&T Inc. (“AT&T”) is a global telecommunications holding company with more than 500 subsidiaries that operates in an intensely competitive marketplace.

3. In light of this fierce competition, and mindful of its commercial interests, AT&T has concerns that actual or potential competitors might use AT&T’s or another AT&T entity’s

sensitive, confidential information to gain an unfair competitive advantage, or to cause them commercial harm. As such, AT&T maintains strict confidentiality in its business operations.

4. The Designated Documents attached as exhibits to Third-Party Plaintiffs' Amended Counterclaim/Third-Party Complaint were produced by AT&T in the *Herring Networks, Inc. v. AT&T, Inc, et al.* (Case No. 37-2022-00008623-CU-BC-CTL) litigation pending in San Diego Superior Court (the "San Diego Litigation") in response to discovery requests and pursuant to a court-ordered protective order and were designated as either "Confidential" or "Highly Confidential" by AT&T under that protective order.

5. The Designated Documents identified by Bates numbers ATT00000799, ATT00000914, ATT00001223, ATT00001225, and ATT00001316 reflect internal discussions between and among AT&T board members or officers and/or AT&T Services employees or agents regarding DIRECTV's carriage of OAN, including press coverage and responses to press coverage regarding the same. Certain of these documents also contain personally identifiable information. Public access to this information risks competitive harm to AT&T because it would provide confidential insight into AT&T's and/or an AT&T entity's internal deliberations and decision making. This includes AT&T's and/or an AT&T entity's corporate communications, internal decision-making processes, public relations strategy, and analysis of its relationships with third parties.

6. The Designated Documents identified by Bates numbers ATT00001271 and ATT00001278 reflect Mr. William Kennard's communications with Staple Street Capital, on whose Board Mr. Kennard sits. Public disclosure of these documents could threaten to undermine Mr. Kennard's business interests.

7. The Designated Documents identified by Bates numbers ATT00000760 and ATT00001287 reflect Mr. Kennard's personal conversations with private individuals unaffiliated with any party to this action.

8. On information and belief, and to the best of my knowledge, the Designated Documents have never been publicly accessible, and they have not been distributed beyond the parties and their counsel in the San Diego Litigation.

I declare, under penalty of perjury under the laws of the United States, that the foregoing is true and correct and that this Declaration is executed this 5th day of May, 2023 in Dallas, Texas.

*Natalie Hall*

---

Natalie L. Hall



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

US DOMINION, INC., *et al.*,

Plaintiffs/Counterclaim  
Defendants,

v.

HERRING NETWORKS, INC., *et al.*,

Defendants/  
Counterclaim Plaintiffs/  
Third-Party Plaintiffs,

v.

AT&T SERVICES, INC., *et al.*,

Third-Party Defendants.

No. 1:21-cv-02130-CJN

Judge Carl J. Nichols

**[PROPOSED] ORDER**

On May 5, 2023, defendants/counterclaim plaintiffs/third-party plaintiffs Herring Networks, Inc., Charles Herring, Robert Herring, Sr., and Chanel Rion (collectively, the “Herring Defendants”) and third-party defendants AT&T Services, Inc. and William Kennard filed a joint motion to seal the redacted paragraphs in the Herring Defendants’ Amended Counterclaim and Third-Party Complaint and the accompanying exhibits. Good cause appearing, it is hereby ordered that the redacted paragraphs of the Amended Counterclaim and Third-Party Complaint and the exhibits attached thereto shall be sealed.

**SO ORDERED.**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
U.S. District Judge Carl J. Nichols