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 7 TRUSTIFI CORPORATION

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

10 RPOST HOLDINGS, INC., RPOST )  
 11 INTERNATIONAL LIMITED, and RMAIL )  
 12 LIMITED, )

CASE NO. CV10-01416 PSG (SHx)  
 [CONSOLIDATED WITH CASE NO.  
 CV11-02118 PSG (SHx)]

13 Plaintiffs, )  
 14 vs. )

**PROTECTIVE ORDER**

15 TRUSTIFI CORPORATION AND )  
 16 UNITED STATES POSTAL SERVICE, )

17 Defendants. )

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18 On October 28, 2010, this Court entered a protective order in Civil Action No.  
 19 CV10-1416-PSG. The United States Postal Service ("Postal Service"), which was  
 20 not a Defendant in that action, was not a party to that protective order. On October  
 21 17, 2011, this Court consolidated Civil Action No. CV11-2118-PSG with Civil  
 22 Action No. CV 10-1416-PSG, and, on October 25, 2011, Plaintiff filed its First  
 23 Amended Complaint in the consolidated case, including claims against the Postal  
 24 Service. Because the Postal Service was not a party to the October 28, 2010  
 25 protective order, and upon consideration of the parties' proposed Protective Orders  
 26 and for good cause shown, IT IS ORDERED that discovery produced subject to the

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 PROTECTIVE ORDER

1 October 28, 2010 order shall be protected by this Protective Order and the following  
2 Protective Order is hereby ORDERED:

3 SCOPE

4 1. This Protective Order shall govern all documents produced or disclosed  
5 in this action, or any information disclosed from those documents during a  
6 deposition or any pleadings filed with this Court, in this Action by any party (the  
7 "Designating Party") to the other parties ("the Receiving Parties"). A Designating  
8 Party need not be a party to this Action. Documents subject to this Protective Order  
9 may be documents in the possession, custody or control of any person, including but  
10 not limited to parties to this Action.

11 2. Each Designating Party may designate as confidential for protection  
12 under this Order, in whole or in part, any document, information or material that  
13 constitutes or includes, in whole or in part, confidential or proprietary information  
14 or trade secrets of the Designating Party or a Third Party to whom the Party  
15 reasonably believes it owes an obligation of confidentiality with respect to such  
16 document, information or material ("Protected Material"). Protected Material shall  
17 be designated by the Designating Party producing it by affixing a legend or stamp  
18 on such document, information or material as follows: "CONFIDENTIAL." The  
19 word "CONFIDENTIAL" shall be placed clearly on each page of the Protected  
20 Material (except deposition and hearing transcripts) for which such protection is  
21 sought. For deposition and hearing transcripts, the word "CONFIDENTIAL" shall  
22 be placed on the cover page of the transcript (if not already present on the cover page  
23 of the transcript when received from the court reporter) by each attorney receiving  
24 a copy of the transcript after that attorney receives notice of the designation of some  
25 or all of that transcript as "CONFIDENTIAL."

26 3. Any document produced before issuance of this Order with the  
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1 designation "Confidential" or "Confidential - Outside Attorneys' Eyes Only" shall  
2 receive the same treatment as if designated "RESTRICTED - ATTORNEYS' EYES  
3 ONLY" under this Order, unless and until such document is redesignated to have a  
4 different classification under this Order.

5 4. With respect to documents, information or material designated  
6 "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY," or  
7 "RESTRICTED CONFIDENTIAL SOURCE CODE" ("DESIGNATED  
8 MATERIAL"), subject to the provisions herein and unless otherwise stated, this  
9 Order governs, without limitation: (a) all documents, electronically stored  
10 information, and/or things as defined by the Federal Rules of Civil Procedure; (b) all  
11 pretrial, hearing or deposition testimony, or documents marked as exhibits or for  
12 identification in depositions and hearings; (c) pretrial pleadings, exhibits to pleadings  
13 and other court filings; (d) affidavits; and (e) stipulations. All copies, reproductions,  
14 extracts, digests and complete or partial summaries prepared from any  
15 DESIGNATED MATERIALS shall also be considered DESIGNATED MATERIAL  
16 and treated as such under this Order.

17 5. A designation of Protected Material (i.e., "CONFIDENTIAL,"  
18 "RESTRICTED -ATTORNEYS' EYES ONLY," or "RESTRICTED  
19 CONFIDENTIAL SOURCE CODE" ) may be made at any time. Inadvertent or  
20 unintentional production of documents, information or material that has not been  
21 designated as DESIGNATED MATERIAL shall not be deemed a waiver in whole  
22 or in part of a claim for confidential treatment. Any party that inadvertently or  
23 unintentionally produces Protected Material without designating it as DESIGNATED  
24 MATERIAL may request destruction of that Protected Material by notifying the  
25 recipient(s), as soon as reasonably possible after the producing Party becomes aware  
26 of the inadvertent or unintentional disclosure, and providing replacement Protected  
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1 Material that is properly designated. The recipient(s) shall then destroy all copies of  
2 the inadvertently or unintentionally produced Protected Materials and any  
3 documents, information or material derived from or based thereon.

4 6. "CONFIDENTIAL" documents, information and material may be  
5 disclosed only to the following persons, except upon receipt of the prior written  
6 consent of the designating party, upon order of the Court, or as set forth in paragraph  
7 12 herein:

8 (a) outside counsel of record in this Action for the Parties ;

9 (b) employees of such counsel assigned to and reasonably necessary to assist  
10 such counsel in the litigation of this Action;

11 (c) in-house counsel for the Parties who either have responsibility for making  
12 decisions dealing directly with the litigation of this Action, or who are assisting  
13 outside counsel in the litigation of this Action;

14 (d) up to and including three (3) designated representatives of each of the  
15 Parties to the extent reasonably necessary for the litigation of this Action, except that  
16 either party may in good faith request the other party's consent to designate one or  
17 more additional representatives, the other party shall not unreasonably withhold such  
18 consent, and the requesting party may seek leave of Court to designate such  
19 additional representative(s) if the requesting party believes the other party has  
20 unreasonably withheld such consent;

21 (e) outside consultants or experts (i.e., not existing employees or affiliates of  
22 a Party or an affiliate of a Party) retained for the purpose of this litigation, provided  
23 that: (1) such consultants or experts are not presently employed by the Parties hereto  
24 for purposes other than this Action; (2) before access is given, the consultant or  
25 expert has completed the Undertaking attached as Exhibit A hereto and the same is  
26 served upon the producing Party with a current curriculum vitae of the consultant or  
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1 expert at least ten (10) days before access to the Protected Material is to be given to  
2 that consultant or Undertaking to object to and notify the receiving Party in writing  
3 that it objects to disclosure of Protected Material to the consultant or expert. The  
4 Parties agree to promptly confer and use good faith to resolve any such objection. If  
5 the Parties are unable to resolve any objection, the objecting Party may file a motion  
6 with the Court within fifteen (15) days of the notice, or within such other time as the  
7 Parties may agree, seeking a protective order with respect to the proposed disclosure.  
8 The objecting Party shall have the burden of proving the need for a protective order.  
9 No disclosure shall occur until all such objections are resolved by agreement or  
10 Court order;

11 (f) independent litigation support services, including persons working for or  
12 as court reporters, graphics or design services, jury or trial consulting services, and  
13 photocopy, document imaging, and database services retained by counsel and  
14 reasonably necessary to assist counsel with the litigation of this Action; and

15 (g) the Court and its personnel;

16 (h) the mediator; and

17 (i) any witness during a deposition, subject to the restrictions of paragraph 15  
18 of the Protective Order.

19 6. A Designating Party shall designate documents, information or material  
20 as "CONFIDENTIAL" only upon a good faith belief that the documents, information  
21 or material contains confidential or proprietary information or trade secrets of the  
22 Designating Party or a Third Party to whom the Designating Party reasonably  
23 believes it owes an obligation of confidentiality with respect to such documents,  
24 information or material.

25 7. Documents, information or material produced pursuant to any discovery  
26 request in this Action, including but not limited to Protected Material designated as  
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1 DESIGNATED MATERIAL, shall be used by the Parties only in the litigation of this  
2 Action and shall not be used for any other purpose. Any person or entity who obtains  
3 access to DESIGNATED MATERIAL or the contents thereof pursuant to this Order  
4 shall not make any copies, duplicates, extracts, summaries or descriptions of such  
5 DESIGNATED MATERIAL or any portion thereof except as may be reasonably  
6 necessary in the litigation of this Action. Any such copies, duplicates, extracts,  
7 summaries or descriptions shall be classified DESIGNATED MATERIALS and  
8 subject to all of the terms and conditions of this Order.

9 8. To the extent a producing Party believes that certain Protected Material  
10 qualifying to be designated CONFIDENTIAL is so sensitive that its dissemination  
11 deserves even further limitation, the producing Party may designate such Protected  
12 Material "RESTRICTED --ATTORNEYS' EYES ONLY," or to the extent such  
13 Protected Material includes computer source code and/or live data (that is, data as  
14 it exists residing in a database or databases) ("Source Code Material"), the producing  
15 Party may designate such Protected Material as "RESTRICTED CONFIDENTIAL  
16 SOURCE CODE."

17 9. For Protected Material designated RESTRICTED -- ATTORNEYS'  
18 EYES ONLY, access to, and disclosure of, such Protected Material shall be limited  
19 to individuals listed in paragraphs 5(a-c) and (e-hg); provided, however, that access  
20 by in-house counsel pursuant to paragraph 5(c) be limited to in-house counsel who  
21 exercise no competitive decision-making authority on behalf of the client.

22 10. For Protected Material designated RESTRICTED CONFIDENTIAL  
23 SOURCE CODE, the following additional restrictions apply:

24 (a) Access to a Party's Source Code Material shall be provided only on  
25 "stand-alone" computer(s) (that is, the computer may not be linked to any network,  
26 including a local area network ("LAN"), an intranet or the Internet). The stand-alone  
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1 computer(s) may be connected to (i) a printer, or (ii) a device capable of temporarily  
2 storing electronic copies solely for the limited purposes permitted pursuant to  
3 paragraphs 10(h and k) below. Additionally, except as provided in paragraph 10(k)  
4 below, the stand-alone computer(s) may only be located at the offices of the  
5 producing Party's outside counsel;

6 (b) The receiving Party shall make reasonable efforts to restrict its requests  
7 for such access to the stand-alone computer(s) to normal business hours, which for  
8 purposes of this paragraph shall be 8:00 a.m. through 6:00 p.m. However, upon  
9 reasonable notice from the receiving party, the producing Party shall make  
10 reasonable efforts to accommodate the receiving Party's request for access to the  
11 stand-alone computer(s) outside of normal business hours. The Parties agree to  
12 cooperate in good faith such that maintaining the producing Party's Source Code  
13 Material at the offices of its outside counsel shall not unreasonably hinder the  
14 receiving Party's ability to efficiently and effectively conduct the prosecution or  
15 defense of this Action;

16 (c) The producing Party shall provide the receiving Party with information  
17 explaining how to start, log on to, and operate the stand-alone computer(s) in order  
18 to access the produced Source Code Material on the stand-alone computer(s);

19 (d) The producing Party will produce Source Code Material in computer  
20 searchable format on the stand-alone computer(s) as described above;

21 (e) Access to Protected Material designated RESTRICTED  
22 CONFIDENTIAL -SOURCE CODE shall be limited to outside counsel and up to  
23 three (3) outside consultants or experts (i.e., not existing employees or affiliates of  
24 a Party or an affiliate of a Party) retained for the purpose of this litigation and  
25 approved to access such Protected Materials pursuant to paragraph 5(e) above. A  
26 receiving Party may include excerpts of Source Code Material in a pleading, exhibit,  
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1 expert report, discovery document, deposition transcript, other Court document,  
2 provided that the Source Code Documents are appropriately marked under this  
3 Order, restricted to those who are entitled to have access to them as specified herein,  
4 and, if filed with the Court, filed under seal in accordance with the Court's rules,  
5 procedures and orders;

6 (f) To the extent portions of Source Code Material are quoted in a Source  
7 Code Document, either (1) the entire Source Code Document will be stamped and  
8 treated as RESTRICTED CONFIDENTIAL SOURCE CODE or (2) those pages  
9 containing quoted Source Code Material will be separately stamped and treated as  
10 RESTRICTED CONFIDENTIAL SOURCE CODE;

11 (g) Except as set forth in paragraph 10(k) below, no electronic copies of  
12 Source Code Material shall be made without prior written consent of the producing  
13 Party, except as necessary to create documents which, pursuant to the Court's rules,  
14 procedures and order, must be filed or served electronically;

15 (h) The receiving Party shall be permitted to make a reasonable number of  
16 printouts and photocopies of Source Code Material, all of which shall be designated  
17 and clearly labeled "RESTRICTED CONFIDENTIAL SOURCE CODE," and the  
18 receiving Party shall maintain a log of all such files that are printed or photocopied;

19 (i) Should such printouts or photocopies be transferred back to electronic  
20 media, such media shall be labeled "RESTRICTED CONFIDENTIAL SOURCE  
21 CODE" and shall continue to be treated as such;

22 (j) If the receiving Party's outside counsel, consultants, or experts obtain  
23 printouts or photocopies of Source Code Material, the receiving Party shall ensure  
24 that such outside counsel, consultants, or experts keep the printouts or photocopies  
25 in a secured locked area in the offices of such outside counsel, consultants, or expert.  
26 The receiving Party may also temporarily keep the printouts or photocopies at: (i) the  
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1 Court for any proceedings(s) relating to the Source Code Material, for the dates  
2 associated with the proceeding(s); (ii) the sites where any deposition(s) relating to  
3 the Source Code Material are taken, for the dates associated with the deposition(s);  
4 and (iii) any intermediate location reasonably necessary to transport the printouts or  
5 photocopies (e.g., a hotel prior to a Court proceeding or deposition); and

6 (k) A producing Party's Source Code Material may only be transported by  
7 the receiving Party at the direction of a person authorized under paragraph 10(e)  
8 above to another person authorized under paragraph 10(e) above, on paper or  
9 removable electronic media (e.g., a DVD, CD-ROM, or flash memory "stick") via  
10 hand carry, Federal Express or other similarly reliable courier. Source Code Material  
11 may not be transported or transmitted electronically over a network of any kind,  
12 including a LAN, an intranet, or the Internet. Source Code Material may only be  
13 transported electronically for the purpose of Court proceeding(s) or deposition(s) as  
14 set forth in paragraph 10(j) above and is at all times subject to the transport  
15 restrictions set forth herein. But, for those purposes only, the Source Code Materials  
16 may be loaded onto a stand-alone computer.

17 ~~11. Any attorney representing a Party, whether in-house or outside counsel,~~  
18 ~~and any person associated with a Party and permitted to receive the other Party's~~  
19 ~~Protected Material that is designated RESTRICTED-- ATTORNEYS' EYES ONLY~~  
20 ~~and/or RESTRICTED CONFIDENTIAL SOURCE CODE (collectively "HIGHLY~~  
21 ~~SENSITIVE MATERIAL"), who obtains, receives, has access to, or otherwise~~  
22 ~~learns, in whole or in part, the other Party's HIGHLY SENSITIVE MATERIAL~~  
23 ~~under this Order shall not prepare, prosecute, supervise, or assist in the preparation~~  
24 ~~or prosecution of any patent application pertaining to the field of the invention of the~~  
25 ~~patents in suit on behalf of the receiving Party or its acquirer, successor, predecessor,~~  
26 ~~or other affiliate during the pendency of this Action and for one year after its~~  
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1 conclusion, including any appeals. To ensure compliance with the purpose of this  
2 provision, Each Party shall create an "Ethical Wall" between those persons with  
3 access to HIGHLY SENSITIVE MATERIAL and any individuals who, on behalf of  
4 the Party or its acquirer, successor, predecessor, or other affiliate, prepare, prosecute,  
5 supervise or assist in the preparation or prosecution of any patent application  
6 pertaining to the field of invention of the patent-in-suit.

7 12. Nothing in this Order shall require production of documents,  
8 information or other material that a Party contends is protected from disclosure by  
9 the attorney-client privilege, the work product doctrine, or other privilege, doctrine,  
10 or immunity. If documents, information or other material subject to a claim of  
11 attorney-client privilege, work product doctrine, or other privilege, doctrine, or  
12 immunity is inadvertently or unintentionally produced, such production shall in no  
13 way prejudice or otherwise constitute a waiver of, or estoppel as to, any such  
14 privilege, doctrine, or immunity. Any Party that inadvertently or unintentionally  
15 produces documents, information or other material it reasonably believes are  
16 protected under the attorney-client privilege, work product doctrine, or other  
17 privilege, doctrine, or immunity may obtain the return of such documents,  
18 information or other material by promptly notifying the recipient(s) and providing  
19 a privilege log for the inadvertently or unintentionally produced documents,  
20 information or other material. The recipient(s) shall gather and return all copies of  
21 such documents, information or other material to the producing Party, except for any  
22 pages containing privileged or otherwise protected markings by the recipient(s),  
23 which pages shall instead be destroyed and certified as such to the producing Party.

24 13. There shall be no disclosure of any DESIGNATED MATERIAL by any  
25 person authorized to have access thereto to any person who is not authorized for such  
26 access under this Order. The Parties are hereby ORDERED to safeguard all such  
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1 documents, information and material to protect against disclosure to any  
2 unauthorized persons or entities.

3 14. Nothing contained herein shall be construed to prejudice any Party's  
4 right to use any DESIGNATED MATERIAL in taking testimony at any deposition  
5 or hearing provided that the DESIGNATED MATERIAL is only disclosed to a  
6 person(s) who is: (i) eligible to have access to the DESIGNATED MATERIAL by  
7 virtue of his or her employment with the designating party, (ii) identified in the  
8 DESIGNATED MATERIAL as an author, addressee, or copy recipient of such  
9 information, (iii) although not identified as an author, addressee, or copy recipient  
10 of such DESIGNATED MATERIAL, has, in the ordinary course of business, seen  
11 such DESIGNATED MATERIAL, (iv) a current or former officer, director or  
12 employee of the producing Party or a current or former officer, director or employee  
13 of a company affiliated with the producing Party; (v) counsel for a Party, including  
14 outside counsel and in-house counsel (subject to paragraph 9 of this Order); (vi) an  
15 independent contractor, consultant, and/or expert retained for the purpose of this  
16 litigation; (vii) court reporters and videographers; (viii) the Court; or (ix) other  
17 persons entitled hereunder to access to DESIGNATED MATERIAL. DESIGNATED  
18 MATERIAL shall not be disclosed to any other persons unless prior authorization  
19 is obtained from counsel representing the producing Party or from the Court.

20 15. Parties may, at the deposition or hearing or within thirty (30) days after  
21 receipt of a deposition or hearing transcript, designate the deposition or hearing  
22 transcript or any portion thereof as "CONFIDENTIAL," "RESTRICTED -  
23 ATTORNEY' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE  
24 CODE" pursuant to this Order. If only a portion of the deposition or hearing  
25 transcript is DESIGNATED MATERIAL, then the section that is DESIGNATED  
26 MATERIAL shall be separately bound. Access to the deposition or hearing  
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1 transcript so designated shall be limited in accordance with the terms of this Order.  
2 Until expiration of the 30-day period (which does not begin to run until the date  
3 when the Designating Party receives the final transcript), the entire deposition or  
4 hearing transcript shall be treated as confidential.

5 16. The parties shall comply with Local Rule 79-5 for submitting to the  
6 Court papers consisting of, relating to, containing, incorporating, reflecting,  
7 describing or attaching DESIGNATED MATERIAL. All DESIGNATED  
8 MATERIAL contained in documents used at trial and in all post-trial proceedings  
9 shall become public unless a separate court order is obtained upon motion and  
10 sufficient cause shown. In that respect, nothing herein shall prejudice any parties'  
11 rights to object to the introduction of any DESIGNATED MATERIAL into evidence,  
12 on grounds, including, but not limited to, relevance and privilege. Any  
13 DESIGNATED MATERIAL that is filed with the Court shall be filed under seal and  
14 shall remain under seal until further order of the Court. The filing party shall be  
15 responsible for informing the Clerk of the Court that the filing should be sealed and  
16 for placing the legend "FILED UNDER SEAL PURSUANT TO PROTECTIVE  
17 ORDER" above the caption and conspicuously on each page of the filing. Exhibits  
18 to a filing shall conform to the labeling requirements set forth in this Order. If a  
19 pretrial pleading filed with the Court, or an exhibit thereto, discloses or relies on  
20 confidential documents, information or material, such confidential portions shall be  
21 redacted to the extent necessary and the pleading or exhibit filed publicly with the  
22 Court.

23 17. The Order applies to pretrial discovery. Nothing in this Order shall be  
24 deemed to prevent the Parties from introducing any DESIGNATED MATERIAL  
25 into evidence at the trial of this Action, or from using any information contained in  
26 DESIGNATED MATERIAL at the trial of this Action, subject to any pretrial order  
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1 issued by this Court.

2 18. A Party may request in writing to the other Party that the designation  
3 given to any DESIGNATED MATERIAL be modified or withdrawn. If the  
4 designating Party does not agree to redesignation within ten (10) days of receipt of  
5 the written request, the requesting Party may apply to the Court for relief. Upon any  
6 such application to the Court, the burden shall be on the designating Party to show  
7 why its classification is proper. Such application shall be treated procedurally as a  
8 motion to compel pursuant to Federal Rules of Civil Procedure 37, subject to the  
9 Rule's provisions relating to sanctions. In making such application, the requirements  
10 of the Federal Rules of Civil Procedure and the Local Rules of the Court shall be  
11 met. Pending the Court's determination of the application, the designation of the  
12 designating Party shall be maintained.

13 19. Each outside consultant or expert to whom DESIGNATED MATERIAL  
14 is disclosed in accordance with the terms of this Order shall be advised by counsel  
15 of the terms of this Order, shall be informed that he or she is subject to the terms and  
16 conditions of this Order, and shall sign an acknowledgment that he or she has  
17 received a copy of, has read, and has agreed to be bound by this Order. A copy of the  
18 acknowledgment form is attached as Appendix A..

19 20. To the extent that any discovery is taken of persons who are not Parties  
20 to this Action ("Third Parties") and in the event that such Third Parties contended the  
21 discovery sought involves trade secrets, confidential business information, or other  
22 proprietary information, then such Third Parties may agree to be bound by this Order.

23 21. To the extent that discovery or testimony is taken of Third Parties, the  
24 Third Parties may designate as "CONFIDENTIAL" or "RESTRICTED --  
25 ATTORNEYS' EYES ONLY" any documents, information or other material, in  
26 whole or in part, produced or give by such Third Parties. The Third Parties shall have  
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1 ten (10) days after production of such documents, information or other materials to  
2 make such a designation. Until that time period lapses or until such a designation has  
3 been made, whichever occurs sooner, all documents, information or other material  
4 so produced or given shall be treated as "CONFIDENTIAL" in accordance with this  
5 Order.

6 22. Within thirty (30) days of final termination of this Action, including any  
7 appeals, all DESIGNATED MATERIAL, including all copies, duplicates, abstracts,  
8 indexes, summaries, descriptions, and excerpts or extracts thereof (excluding  
9 excerpts or extracts incorporated into any privileged memoranda of the Parties and  
10 materials which have been admitted into evidence in this Action), shall at the  
11 producing Party's election either be returned to the producing Party or be destroyed.  
12 The receiving Party shall verify the return or destruction by affidavit furnished to the  
13 producing Party, upon the producing Party's request.

14 23. The failure to designate documents, information or material in  
15 accordance with this Order and the failure to object to a designation at a given time  
16 shall not preclude the filing of a motion at a later date seeking to impose such  
17 designation or challenging the propriety thereof. The entry of this Order and/or the  
18 production of documents, information and material hereunder shall in no way  
19 constitute a waiver of any objection to the furnishing thereof, all such objections  
20 being hereby preserved.

21 24. Any Party knowing or believing that any other party is in violation of  
22 or intends to violate this Order and has raised the question of violation or potential  
23 violation with the opposing party and has been unable to resolve the matter by  
24 agreement may move the Court for such relief as may be appropriate in the  
25 circumstances. Pending disposition of the motion by the Court, the Party alleged to  
26 be in violation of or intending to violate this Order shall discontinue the performance  
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1 of and/or shall not undertake the further performance of any action alleged to  
2 constitute a violation of this Order.

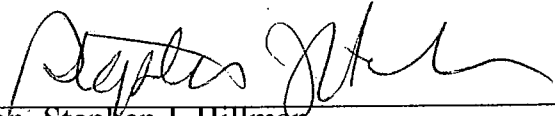
3 25. Production of DESIGNATED MATERIAL by each of the Parties shall  
4 not be deemed a publication of the documents, information and material (or the  
5 contents thereof) produced so as to void or make voidable whatever claim the Parties  
6 may have as to the proprietary and confidential nature of the documents, information  
7 or other material or its contents.

8 26. Nothing in this Order shall be construed to effect an abrogation, waiver  
9 or limitation of any kind on the rights of each of the Parties to assert any applicable  
10 discovery or trial privilege.

11 27. Each of the Parties shall also retain the right to file a motion with the  
12 Court (a) to modify this Order to allow disclosure of DESIGNATED MATERIAL  
13 to additional persons or entities if reasonably necessary to prepare and present this  
14 Action and (b) to apply for additional protection of DESIGNATED MATERIAL.

15 28. This Protective Order shall supercede the protective order entered by the  
16 Court in Civil Action No. CV10-1416-PSG on October 28, 2010, and all discovery  
17 produced subject to that order shall be protected by this Protective Order.

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19 ENTERED AND ORDERED this 26<sup>th</sup> day of Jan., 2012.

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23 Hon. Stephen J. Hillman  
24 United States Magistrate Judge  
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APPENDIX A  
NONDISCLOSURE AGREEMENT

I, \_\_\_\_\_, do solemnly swear that I am fully familiar with the terms of the Protective Order entered in RPost, et al. v. Trustifi Corporation, United States District Court for the Central District of California, Civil Action No. CV10-01416-<sup>PSG</sup>SPG (consolidated with Civil Action No. CV11-2118-PSG), and hereby agree to comply with and be bound by the terms and conditions of said Protective Order unless and until modified by further Order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Protective Order.

Signature \_\_\_\_\_

Date \_\_\_\_\_