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6 Attorneys for  
 7 VISION SERVICE PLAN

8 UNITED STATES DISTRICT COURT  
 9 EASTERN DISTRICT OF CALIFORNIA

11 ASPEX EYEWEAR, INC.,

12 Plaintiff,

13 v.

14 VISION SERVICE PLAN; MARCHON  
 15 EYEWEAR, INC.; ALTAIR EYEWEAR,  
 16 INC.,

17 Defendants.

Case No. 2:10-cv- 00632- JAM-GGH

**STIPULATED PROTECTIVE ORDER;  
 ORDER THEREON**

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18 1. PURPOSES AND LIMITATIONS

19 Disclosure and discovery activity in this action are likely to involve production of  
 20 confidential, proprietary, or private information for which special protection from public  
 21 disclosure and from use for any purpose other than prosecuting this litigation would be warranted.  
 22 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
 23 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
 24 all disclosures or responses to discovery and that the protection it affords extends only to the  
 25 limited information or items that are entitled under the applicable legal principles to treatment as  
 26 confidential. The parties further acknowledge, as set forth in Section 10, below, that this  
 27 Stipulated Protective Order creates no entitlement to file confidential information under seal;

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1 Civil Local Rule 141 sets forth the procedures that must be followed and reflects the standards  
2 that will be applied when a party seeks permission from the court to file material under seal.

3 2. DEFINITIONS

4 2.1 Party: any party to this action, including all of its officers, directors,  
5 employees, consultants, retained experts, and outside counsel (and their support staff).

6 2.2 Disclosure or Discovery Material: all items or information, regardless of  
7 the medium or manner generated, stored, or maintained (including, among other things,  
8 testimony, transcripts, or tangible things) that are produced or generated in disclosures or  
9 responses to discovery in this matter.

10 2.3 “Confidential” Information or Items: information (regardless of how  
11 generated, stored or maintained) or tangible things that qualify for protection under standards  
12 developed under F.R.Civ.P. 26(c).

13 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:  
14 extremely sensitive “Confidential Information or Items” whose disclosure to another Party or  
15 nonparty would create a substantial risk of serious injury that could not be avoided by less  
16 restrictive means.

17 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

19 2.6 Producing Party: a Party or non-party that produces Disclosure or  
20 Discovery Material in this action.

21 2.7 Designating Party: a Party or non-party that designates information or  
22 items that it produces in disclosures or in responses to discovery as “Confidential” or “Highly  
23 Confidential – Attorneys’ Eyes Only.”

24 2.8 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

26 2.9 Outside Counsel: attorneys who are not employees of a Party but who are  
27 retained to represent or advise a Party in this action.

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1                   2.10 House Counsel: attorneys who are employees of a Party.

2                   2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well  
3 as their support staffs).

4                   2.12 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
6 witness or as a consultant in this action and who is not a past or a current employee of a Party or  
7 of a competitor of a Party's and who, at the time of retention, is not anticipated to become an  
8 employee of a Party or a competitor of a Party's. This definition includes a professional jury or  
9 trial consultant retained in connection with this litigation.

10                  2.13 Professional Vendors: persons or entities that provide litigation support  
11 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;  
12 organizing, storing, retrieving data in any form or medium; etc.) and their employees and  
13 subcontractors.

14                  3.     SCOPE

15                         The protections conferred by this Stipulation and Order cover not only Protected  
16 Material (as defined above), but also any information copied or extracted therefrom, as well as all  
17 copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or  
18 presentations by parties or counsel to or in court or in other settings that might reveal Protected  
19 Material.

20                  4.     DURATION

21                         Even after the termination of this litigation, the confidentiality obligations imposed  
22 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a  
23 court order otherwise directs.

24                  5.     DESIGNATING PROTECTED MATERIAL

25                         5.1 Exercise of Restraint and Care in Designating Material for Protection.

26                         Each Party or non-party that designates information or items for protection under this Order must  
27 take care to limit any such designation to specific material that qualifies under the appropriate  
28 standards. A Designating Party must take care to designate for protection only those parts of

1 material, documents, items, or oral or written communications that qualify – so that other portions  
2 of the material, documents, items, or communications for which protection is not warranted are  
3 not swept unjustifiably within the ambit of this Order.

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

8 If it comes to a Party's or a non-party's attention that information or items  
9 that it designated for protection do not qualify for protection at all, or do not qualify for the level  
10 of protection initially asserted, that Party or non-party must promptly notify all other parties that  
11 it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
13 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,  
14 material that qualifies for protection under this Order must be clearly so designated before the  
15 material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (apart from transcripts of  
18 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend  
19 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at the top  
20 or bottom of each page that contains protected material in a manner that does not obliterate text or  
21 other substantive content of the document. Alternatively, the Producing Party may affix the  
22 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" on  
23 the first page of a multi-page document that contains Protected Material. If only a portion or  
24 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
25 identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must  
26 specify, for each portion, the level of protection being asserted (either "CONFIDENTIAL" or  
27 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY").

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1 A Party or non-party that makes original documents or materials  
2 available for inspection need not designate them for protection until after the inspecting Party has  
3 indicated which material it would like copied and produced. During the inspection and before the  
4 designation, all of the material made available for inspection shall be deemed “HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the  
6 documents it wants copied and produced, the Producing Party must determine within ten days  
7 which documents, or portions thereof, qualify for protection under this Order, then, before  
8 producing the specified documents, the Producing Party must affix the appropriate legend  
9 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) on each  
10 page that contains Protected Material, or alternatively, on the first page of a multi-page document  
11 that contains Protected Material. If only a portion or portions of the material on a page qualifies  
12 for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by  
13 making appropriate markings in the margins) and must specify, for each portion, the level of  
14 protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
15 ATTORNEYS’ EYES ONLY”).

16 (b) for testimony given in deposition or in other pretrial or trial  
17 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the  
18 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,  
19 and further specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each portion of  
21 testimony that is entitled to protection, and when it appears that substantial portions of the  
22 testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the  
23 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to  
24 have up to 20 days to identify the specific portions of the testimony as to which protection is  
25 sought and to specify the level of protection being asserted (“CONFIDENTIAL” or “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that  
27 are appropriately designated for protection within the 20 days shall be covered by the provisions  
28 of this Stipulated Protective Order.

1 Transcript pages containing Protected Material must be separately  
2 bound by the court reporter, who must affix to the top of each such page the legend  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as  
4 instructed by the Party or nonparty offering or sponsoring the witness or presenting the testimony.

5 (c) for information produced in some form other than documentary,  
6 and for any other tangible items, that the Producing Party affix in a prominent place on the  
7 exterior of the container or containers in which the information or item is stored the legend  
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only  
9 portions of the information or item warrant protection, the Producing Party, to the extent  
10 practicable, shall identify the protected portions, specifying whether they qualify as  
11 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items as “Confidential” or “Highly Confidential –  
14 Attorneys’ Eyes Only” does not, standing alone, waive the Designating Party’s right to secure  
15 protection under this Order for such material. If material is appropriately designated as  
16 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” after the material was initially  
17 produced, the Receiving Party, on timely notification of the designation, must make reasonable  
18 efforts to assure that the material is treated in accordance with the provisions of this Order.

## 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

25 6.2 Meet and Confer. A Party that elects to initiate a challenge to a  
26 Designating Party’s confidentiality designation must do so in good faith and must begin the  
27 process by conferring directly (in voice to voice dialogue; other forms of communication are not  
28 sufficient) with counsel for the Designating Party. In conferring, the challenging Party must

1 explain the basis for its belief that the confidentiality designation was not proper and must give  
2 the Designating Party an opportunity to review the designated material, to reconsider the  
3 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
4 designation. A challenging Party may proceed to the next stage of the challenge process only if it  
5 has engaged in this meet and confer process first.

6           6.3    Judicial Intervention. A Party that elects to press a challenge to a  
7 confidentiality designation after considering the justification offered by the Designating Party  
8 may file and serve a motion under Civil Local Rules 230 and 251 (and in compliance with Civil  
9 Local Rule 141, if applicable) that identifies the challenged material and sets forth in detail the  
10 basis for the challenge. Each such motion must be accompanied by a competent declaration that  
11 affirms that the movant has complied with the meet and confer requirements imposed in the  
12 preceding paragraph and that sets forth with specificity the justification for the confidentiality  
13 designation that was given by the Designating Party in the meet and confer dialogue.

14           The burden of persuasion in any such challenge proceeding shall be on the Designating  
15 Party. Until the court rules on the challenge, all parties shall continue to afford the material in  
16 question the level of protection to which it is entitled under the Producing Party’s designation.

17           7.       ACCESS TO AND USE OF PROTECTED MATERIAL

18           7.1    Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a non-party in connection with this case only for  
20 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
21 disclosed only to the categories of persons and under the conditions described in this Order.  
22 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
23 section 11, below (FINAL DISPOSITION).

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

27           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
28 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may

1 disclose any information or item designated CONFIDENTIAL only to:

2 (a) the Receiving Party's Outside Counsel of record in this action, as  
3 well as employees of said Counsel to whom it is reasonably necessary to disclose the information  
4 for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is  
5 attached hereto as Exhibit A;

6 (b) the officers, directors, and employees (including House Counsel) of  
7 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
8 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

9 (c) experts (as defined in this Order) of the Receiving Party to whom  
10 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
11 Bound by Protective Order" (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters, their staffs, and professional vendors to whom  
14 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
15 Bound by Protective Order" (Exhibit A);

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

21 (g) the author of the document or the original source of the  
22 information.

23 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
24 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in writing by  
25 the Designating Party, a Receiving Party may disclose any information or item designated  
26 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

27 (a) the Receiving Party's Outside Counsel of record in this action, as  
28 well as employees of said Counsel to whom it is reasonably necessary to disclose the information

1 for this litigation and who have signed the “Agreement to Be Bound by Protective Order” that is  
2 attached hereto as Exhibit A;

3 (b) House Counsel of a Receiving Party (1) who has no involvement in  
4 competitive decision-making, (2) to whom disclosure is reasonably necessary for this litigation,  
5 and (3) who has signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

6 (c) Experts (as defined in this Order) (1) to whom disclosure is  
7 reasonably necessary for this litigation, (2) who have signed the “Agreement to Be Bound by  
8 Protective Order” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4,  
9 below, have been followed;

10 (d) the Court and its personnel;

11 (e) court reporters, their staffs, and professional vendors to whom  
12 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be  
13 Bound by Protective Order” (Exhibit A); and

14 (f) the author of the document or the original source of the  
15 information.

16 7.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –  
17 ATTORNEYS’ EYES ONLY” Information or Items to “Experts”

18 (a) Unless otherwise ordered by the court or agreed in writing by the  
19 Designating Party, a Party that seeks to disclose to an “Expert” (as defined in this Order) any  
20 information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
21 EYES ONLY” first must make a written request to the Designating Party that (1) identifies the  
22 specific HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to  
23 disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her  
24 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s  
25 current employer(s), (5) identifies each person or entity from whom the Expert has received  
26 compensation for work in his or her areas of expertise or to whom the expert has provided  
27 professional services at any time during the preceding five years, and (6) identifies (by name and  
28 number of the case, filing date, and location of court) any litigation in connection with which the

1 Expert has provided any professional services during the preceding five years.

2 (b) A Party that makes a request and provides the information specified  
3 in the preceding paragraph may disclose the subject Protected Material to the identified Expert  
4 unless, within seven court days of delivering the request, the Party receives a written objection  
5 from the Designating Party. Any such objection must set forth in detail the grounds on which it is  
6 based.

7 (c) A Party that receives a timely written objection must meet and  
8 confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the  
9 matter by agreement. If no agreement is reached, the Party seeking to make the disclosure to the  
10 Expert may file a motion as provided in Civil Local Rules 230 and 251 (and in compliance with  
11 Civil Local Rule 141, if applicable) seeking permission from the court to do so. Any such motion  
12 must describe the circumstances with specificity, set forth in detail the reasons for which the  
13 disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would  
14 entail and suggest any additional means that might be used to reduce that risk. In addition, any  
15 such motion must be accompanied by a competent declaration in which the movant describes the  
16 parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and  
17 confer discussions) and sets forth the reasons advanced by the Designating Party for its refusal to  
18 approve the disclosure.

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

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
24 OTHER LITIGATION.

25 If a Receiving Party is served with a subpoena or an order issued in other litigation  
26 that would compel disclosure of any information or items designated in this action as  
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the  
28 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately

1 and in no event more than three court days after receiving the subpoena or order. Such  
2 notification must include a copy of the subpoena or court order.

3 The Receiving Party also must immediately inform in writing the Party who  
4 caused the subpoena or order to issue in the other litigation that some or all the material covered  
5 by the subpoena or order is the subject of this Protective Order. In addition, the Receiving Party  
6 must deliver a copy of this Stipulated Protective Order promptly to the Party in the other action  
7 that caused the subpoena or order to issue.

8 The purpose of imposing these duties is to alert the interested parties to the  
9 existence of this Protective Order and to afford the Designating Party in this case an opportunity  
10 to try to protect its confidentiality interests in the court from which the subpoena or order issued.  
11 The Designating Party shall bear the burdens and the expenses of seeking protection in that court  
12 of its confidential material – and nothing in these provisions should be construed as authorizing or  
13 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

14 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

22 10. FILING PROTECTED MATERIAL. Without written permission from the  
23 Designating Party or a court order secured after appropriate notice to all interested persons, a  
24 Party may not file in the public record in this action any Protected Material. A Party that seeks to  
25 file under seal any Protected Material must comply with Civil Local Rule 141.

26 11. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by the  
27 Producing Party, within sixty days after the final termination of this action, each Receiving Party  
28 must return all Protected Material to the Producing Party. As used in this subdivision, “all

1 Protected Material” includes all copies, abstracts, compilations, summaries or any other form of  
2 reproducing or capturing any of the Protected Material. With permission in writing from the  
3 Designating Party, the Receiving Party may destroy some or all of the Protected Material instead  
4 of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must  
5 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
6 Designating Party) by the sixty day deadline that identifies (by category, where appropriate) all  
7 the Protected Material that was returned or destroyed and that affirms that the Receiving Party has  
8 not retained any copies, abstracts, compilations, summaries or other forms of reproducing or  
9 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
10 retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,  
11 correspondence or attorney work product, even if such materials contain Protected Material. Any  
12 such archival copies that contain or constitute Protected Material remain subject to this Protective  
13 Order as set forth in Section 4 (DURATION), above.

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

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

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

2 DATED: April 26, 2010 GREENBERG TRAUIG, LLP

3  
4 By: /s/ Kathleen E. Finnerty (as authorized on 4/26/10)  
5 Kathleen E. Finnerty (SBN 157638)  
6 Nancy J. Doig (SBN 226593)  
7 Attorneys for Plaintiff  
8 ASPEX EYEWEAR, INC.

9 DATED: April 26, 2010 DOWNEY BRAND LLP

10 By: /s/ William R. Warne  
11 William R. Warne (SBN 141280)  
12 Attorneys for Defendant  
13 VISION SERVICES PLAN

14 DATED: April 26, 2010 WILKE FLEURY LLP

15 By: /s/ Matthew Powell (as authorized on 4/26/10)  
16 Matthew Powell (SBN 114563)  
17 Attorneys for Defendant  
18 ALTAIR EYEWEAR, INC.

19 DATED: April 26, 2010 HOWERY LLP

20 By: /s/ Paul Alexander (as authorized on 4/26/10)  
21 Paul Alexander (SBN 49997)  
22 Attorneys for Defendant  
23 MARCHON EYEWEAR, INC.

24 **ORDER**

25 GOOD CAUSE APPEARING, IT IS SO ORDERED.

26 DATED: April 27, 2010 /s/ John A. Mendez  
27 United States District Court Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on \_\_\_\_\_ in the case of Aspex Eyewear, Inc. v. Vision Service Plan et al, Case No. 2:10-cv- 00632- JAM-GGH. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

Date: \_\_\_\_\_ City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]