

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JAMES R. KIRBY II (088911)
JOHN T. KINN (130270)
SEGAL & KIRBY LLP
770 L Street, Suite 1440
Sacramento, CA 95814
Telephone: 916.441.0828
Facsimile: 916.446.6003
Email: jkirby@segalandkirby.com
jkinn@segalandkirby.com
Attorneys for Plaintiff
CROP DATA MANAGEMENT SYSTEMS, INC.

DEVAN J. MCCARTY (SBN 205237)
DLA PIPER LLP (US)
400 Capitol Mall, Suite 2400
Sacramento, California 95814
Telephone: 916.930.3200
Facsimile: 916.930.3201
Email: devan.mccarty@dlapiper.com

J.A. FELTON (Missouri Bar No. 39549)
(Kansas Bar No. 23765) (*Admitted Pro Hac Vice*)
R. CAMERON GARRISON
(Missouri Bar No. 54064)
(Kansas Bar No. 21128) (*Admitted Pro Hac Vice*)
Lathrop & Gage LLP
2345 Grand Boulevard, Suite 2200
Kansas City, Missouri 64108-2618
Telephone: 816.292.2000
Facsimile: 816.292.2001
Email: jfelton@lathropage.com;
cgarrison@lathropage.com

Attorneys for Defendants SOFTWARE
SOLUTIONS INTEGRATED, LLC, AND
SOFTWARE SOLUTIONS OF ILLINOIS, INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION

CROP DATA MANAGEMENT
SYSTEMS, INC., a California
corporation,

Plaintiff,

v.

SOFTWARE SOLUTIONS
INTEGRATED, LLC; SOFTWARE
SOLUTIONS OF ILLINOIS, INC.;

Defendant.

CASE NO. 2:11-CV-01437-LKK-KJN

**STIPULATED PROTECTIVE
ORDER**

STIPULATED PROTECTIVE ORDER

Plaintiff Crop Data Management Systems, Inc., Inc. and Defendants
Software Solutions Integrated, LLC, and Software Solutions of Illinois, Inc. hereby
stipulate ~~and the Court hereby finds~~ as follows:

In the course of this litigation, the parties have already produced documents
or will be requested and required to produce additional documents and provide
information and testimony of types listed in the following paragraphs A and B, the
public disclosure of which would cause specific harm to Plaintiff, Defendants,
and/or to others not parties to this litigation and therefore are subject to protection
for good cause pursuant to Fed. R. Civ. P. 26(c). In addition, good cause exists
because otherwise discovery would be substantially hampered by the need to
determine contemporaneously whether particular materials, information, and

1 testimony are legally entitled to protection as trade secrets, proprietary, or
2 otherwise.

3
4 A Court-issued Protective Order is necessary, in lieu of a private agreement
5 between the parties, because confidential information of third parties will be subject
6 to production in this case and negotiating separate agreements with each such third
7 party will be burdensome and expensive, both to the parties to this case as well as
8 to those third parties. A Court-issued Protective Order will eliminate the vast
9 majority of such expense by putting a protection mechanism in place for such
10 information that third parties can rely on without incurring the expense and burden
11 of negotiating their own protection arrangement with the parties. In addition, a
12 Court-issued Protective Order is necessary because the parties anticipate that they
13 will be seeking to file documents under seal during the course of this case, and
14 Local Rule 141(b) requires that any request to file documents under seal "set forth
15 the statutory or other authority for sealing..." A Court-entered Protective Order
16 would establish such authority and facilitate the parties' respective efforts to respect
17 the highly sensitive nature of certain documents by filing them under seal.
18
19
20
21

22
23 A. Documents and information that are subject to non-disclosure
24 agreements between or among the parties hereto and/or third parties that pre-date
25 this litigation and disclosure of such documents or information without the
26 protection of confidentiality provided by this Order could breach the terms of those
27 agreements.
28

1 B. Documents and information that contain confidential and proprietary
2 information of the parties hereto and of third parties, including but not limited to
3 confidential commercial information relating to the parties' and third parties'
4 business practices, financial records, competitive business strategies, research and
5 development, technologies, contracts with third parties, actual revenue and revenue
6 projections, sales records and sales projections, types and sources of materials and
7 constituent components of products, manufacturing processes, sales and pricing
8 agreements with suppliers or vendors, business plans, marketing strategies, and
9 other non-public information.
10
11

12
13 Based on the foregoing stipulation ~~and findings~~, **IT IS HEREBY**
14 **ORDERED AS FOLLOWS:**
15

16 1. Information to be Protected. All documents, testimony, and other
17 discoverable information within the descriptions set out in paragraphs A and B
18 above, whether in paper, electronic, machine-readable, or other form, that a party
19 hereto, or third party, designates "CONFIDENTIAL" or "CONFIDENTIAL - FOR
20 ATTORNEYS' EYES ONLY" in accordance with the procedure outlined below
21 shall be subject to the terms and conditions of this Protective Order.
22

23
24 2. Marking of Designated Materials. (a) Documents that a party
25 reasonably and in good faith believes fall within the categories outlined in
26 paragraphs A and B hereof and should be subject to this Protective Order shall be
27 marked by placing the legend "CONFIDENTIAL" on each page of the document.
28

1 (b) Documents that a party produces that it reasonably believes
2 contain trade secrets or other proprietary information, or information the disclosure
3 of which would cause a competitive disadvantage to the party or give its
4 competitors an advantage or benefit they otherwise would not have shall be marked
5 “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY” on each page of the
6 document.
7
8

9 3. Electronic Media. To the extent that matter stored or recorded in the
10 form of electronic, machine-readable or other media (including information, files,
11 databases, or programs stored on any digital or analog machine-readable device,
12 computers, discs, networks or tapes) (hereafter “Computerized Material”) is
13 produced by any party in such form, the producing party may designate such matter
14 as “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES
15 ONLY” by cover letter identifying such material or by affixing to such media a
16 label with the appropriate legend. Whenever any party to whom Computerized
17 Material designated as “CONFIDENTIAL” or “CONFIDENTIAL - FOR
18 ATTORNEYS’ EYES ONLY” is produced reduces such material to hard-copy
19 form, such party shall mark such hard-copy form with the legend indicated in the
20 cover letter by which the material was sent or in accordance with the label affixed
21 to the media on which it was sent.
22
23
24
25

26 4. Reproducing Electronic Media. To the extent that any party or counsel
27 for any party creates, develops or otherwise establishes on any digital or analog
28

1 machine-readable device, recording media, computer, disc, network, tape, file,
2 database or program information that is designated “CONFIDENTIAL” or
3 “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY,” that party and/or its
4 counsel must take all necessary steps to insure that access to such media is properly
5 restricted to those persons who, by the terms of this Order, may have access to the
6 information therein, and shall affix to any media containing confidential
7 information a label with the legend provided for in paragraph 2(a) or 2(b) above.
8
9

10 5. Designation After Production. All materials that a party seeks to have
11 protected under this Order shall be marked before providing a copy thereof to a
12 receiving party. If materials already have been produced to another party, the party
13 producing such materials shall notify the other party as soon as practicable
14 following entry of this Protective Order that such documents shall be marked and
15 deemed “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES
16 ONLY” and shall be subject to this Protective Order. Upon receipt of such notice,
17 the receiving party shall promptly mark its copies of the material accordingly, shall
18 thereafter treat the information as if it has been designated “CONFIDENTIAL” or
19 “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY,” shall restrict the
20 disclosure or use of such information to only those persons qualified pursuant to
21 this Order, and, if such information has previously been disclosed to persons not
22 qualified pursuant to this Order, shall take reasonable steps to obtain all such
23
24
25
26
27
28

1 previously disclosed information and advise such persons to treat the designated
2 materials confidentially as though originally so designated.

3
4 6. Use of Designated Materials. Materials designated as
5 “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY”
6 may be used only for the purposes of preparing for and conducting investigation,
7
8 discovery, pretrial, trial, and appellate proceedings in this litigation and any
9 mediation or other settlement discussions or negotiations.

10 7. Access to “CONFIDENTIAL” Materials. Information designated as
11 “CONFIDENTIAL” shall not be provided, shown, made available, or
12
13 communicated in any way to any person or entity with the exception of:

- 14 (a) the receiving party and directors, officers, employees, and
15 former employees of the receiving party who are expected to be
16 witnesses in this legal action or to whom it otherwise is
17 necessary that the materials be shown for purposes of this
18 action;
- 19 (b) counsel for a receiving party (including members and employees
20 of such counsel’s law firm);
- 21 (c) persons employed by the receiving party’s attorney to furnish
22 expert or consultant services exclusively for this litigation, and
23 the staffs of those persons, provided, however, that confidential
24 information may not be disclosed to any expert or consultant
25 who is also an agent, consultant to, or employee of any of the
26 producing party’s competitors unless the producing party
27 consents in writing prior to disclosure or the Court authorizes
28 the disclosure;
- (d) deponents incident to their depositions;
- (e) the Court, its officers and employees;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (f) witnesses who are expected to testify in this action and to whose testimony the information is relevant;
- (g) the author of the document to be disclosed;
- (h) employees or agents of photocopy, printing, or data management services engaged for the purpose of reproducing or otherwise processing such information in this action; and
- (i) such other persons as hereafter may be designated by written agreement of the parties or by Order of the Court.

The foregoing persons, other than those listed in subparagraph 7(e), shall be made aware of this Order and shall agree to be bound by it.

8. Access to Materials Marked “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY”. Information designated as “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY” shall not be provided, shown, made available, or communicated in any way to any person or entity with the exception of:

- (a) outside counsel for a party receiving the materials (including members and employees of such counsel’s law firm);
- (b) persons employed by the receiving party’s attorney to furnish expert or consultant services exclusively for this litigation, and the staffs of those persons, provided, however, that such materials may not be disclosed to any expert or consultant who is also an agent, consultant to, or employee of any of the producing party’s competitors unless the producing party consents in writing prior to disclosure or the Court authorizes the disclosure;
- (c) employees and former employees of the party that produced the materials; and
- (d) the Court and court personnel subject to the requirements of paragraph 14 of this Order.

1 Rules for the use and handling of materials marked “CONFIDENTIAL -
2 FOR ATTORNEYS’ EYES ONLY” during the trial and any appeal in this matter
3 shall be established at a later date.
4

5 9. Undertaking of Persons Receiving Designated Materials. Any person
6 to whom information subject to this Order is to be disclosed who is listed in
7 subparagraphs 7(c), (d), (f), and (i) and paragraph 8(b), and who is not an employee
8 of a party hereto, shall acknowledge and confirm by Declaration, in the form of
9 Exhibit “A” hereto, that (s)he has read this Protective Order and agrees to comply
10 with its terms. Attorneys of record shall be responsible for obtaining executed
11 copies of Exhibit A from persons listed in this paragraph to whom they intend to
12 disclose documents or information subject to this Order. Such counsel shall not be
13 required to disclose those executed Exhibit As except upon order of this Court.
14
15

16
17 10. Interrogatory Answers. If an interrogatory seeks information or
18 material that falls within any of the categories listed in paragraph A or B of this
19 Order, the party answering such interrogatory may answer the interrogatory
20 separately from the other interrogatories with which it was served and shall
21 designate such separate answer as “CONFIDENTIAL” or “CONFIDENTIAL -
22 FOR ATTORNEYS’ EYES ONLY” (as appropriate pursuant to paragraph 2(a) or
23 (b) of this Order) by so marking the pages containing the answer.
24
25

26
27 11. Production By Others. In the event an opposing party or a third party
28 produces documents or materials that contain information of a party that falls

1 within any of the categories listed in paragraph A or B of this Order without
2 designating the materials “CONFIDENTIAL” or “CONFIDENTIAL - FOR
3 ATTORNEYS’ EYES ONLY,” such latter party may designate those materials
4 “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY”
5 by informing all other receiving parties thereof as soon as reasonably practicable
6 but in no case less than 60 days before trial. In the event the documents or
7 materials are produced less than 60 days before trial, the producing party must
8 designate such materials at the time of production. Upon receipt of such notice, the
9 receiving parties shall promptly mark their copies of the material accordingly, shall
10 thereafter treat the information as if it has been designated “CONFIDENTIAL” or
11 “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY,” shall restrict the
12 disclosure or use of such information to only those persons qualified pursuant to
13 this Order, and, if such information has previously been disclosed to persons not
14 qualified pursuant to this Order, shall take reasonable steps to obtain all such
15 previously disclosed information and advise such persons to treat the designated
16 materials confidentially as though originally so designated.

22 12. Deposition Testimony. If deposition testimony concerning
23 “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY”
24 material is requested or elicited, counsel for any party may request that:
25

- 26 (a) the portions of the testimony, and the transcript thereof,
27 disclosing such material be treated as “CONFIDENTIAL” or
28 “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY”; and

1 (b) the room in which the deposition is being taken be closed except
2 to persons who are permitted access to such
3 “CONFIDENTIAL” or “CONFIDENTIAL - FOR
4 ATTORNEYS’ EYES ONLY” materials under the terms of this
Order for questioning pertaining to such material.

5 The designation of deposition testimony as “CONFIDENTIAL” or
6 “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY” may be made on the
7 record at the time of the deposition or at any time thereafter subject to the
8 provisions of paragraph 13 herein. Failure to designate portions of the deposition
9 testimony or transcript as “CONFIDENTIAL” or “CONFIDENTIAL - FOR
10 ATTORNEYS’ EYES ONLY” during a deposition shall not affect a party's right to
11 designate or re-designate such testimony or transcript in accordance with paragraph
12 13. Upon being informed that certain portions of a deposition are to be designated
13 as “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES
14 ONLY” counsel for each party shall cause the designated pages of each transcript in
15 its custody to immediately be marked “CONFIDENTIAL” or “CONFIDENTIAL -
16 FOR ATTORNEYS’ EYES ONLY.” Additionally, the cover page of any
17 deposition transcript containing testimony designated as confidential shall be
18 marked “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES
19 ONLY.”

20
21
22
23
24
25 13. Subsequent Designations. If a party inadvertently produces documents
26 or information that the party believes to be “CONFIDENTIAL” or
27 “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY,” the party that
28

1 inadvertently produced material may designate it within a reasonable period, but in
2 no event less than 60 days prior to trial. In the event the documents or materials are
3 produced less than 60 days before trial, the producing party must designate such
4 materials at the time of production. Disclosure or production of material without
5 appropriate marking or redaction shall not constitute a waiver of the right by any
6 party to seek protection under this Order. With respect to deposition testimony, a
7 party must designate testimony that the party believes to be “CONFIDENTIAL” or
8 “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY” within a reasonable
9 period, but in no event less than 60 days prior to trial.

13 14. Filings Under Seal. If any party or counsel for any party wishes to
14 disclose any “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’
15 EYES ONLY” material in any affidavit, brief, memorandum of law, oral argument,
16 or other paper filed in the Court in this litigation, such papers or transcripts may be
17 filed under seal only upon separate, specific request and later order of the Court
18 pursuant to Local Rule 141. For purposes of this paragraph, if any party or counsel
19 for any party intends to submit any affidavit, brief, memorandum of law, or other
20 paper disclosing the “CONFIDENTIAL” or “CONFIDENTIAL - FOR
21 ATTORNEYS’ EYES ONLY” material of another party in this Proceeding, or third
22 party, such disclosing party shall contemporaneously file a request provided for in
23 this Paragraph requesting that the designated material be filed under seal. Any
24 party whose confidential information is being disclosed in a submission to the

1 Court in or with such affidavit, brief, memorandum, or other paper may join the
2 submitting party's request asking that the material be filed under seal or submit its
3 own request seeking such protection. If a request to file material under seal is
4 sustained, all parties to this case shall cooperate with the Court and the Clerk in
5 filing such material and in establishing procedures for use of such material in this
6 case.
7

8
9 15. Subpoena of "CONFIDENTIAL" Materials. If a party in possession
10 of "CONFIDENTIAL" or "CONFIDENTIAL - FOR ATTORNEYS' EYES
11 ONLY" material receives a subpoena or other legal compulsion seeking production
12 or other disclosure of "CONFIDENTIAL" or "CONFIDENTIAL - FOR
13 ATTORNEYS' EYES ONLY" material, that party shall immediately give written
14 notice to counsel for the party that produced the material and shall identify the
15 "CONFIDENTIAL" or "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY"
16 material that has been sought and the date and time proposed for production or
17 disclosure of the material and promptly notify in writing the party who caused the
18 subpoena or order to issue that some or all of the material covered by the subpoena
19 or order is subject to this Protective Order. Any party objecting to the production
20 or disclosure shall have the right to take timely action in the appropriate court or
21 courts and the party from whom the material has been requested shall cooperate in
22 such action. In the event that such action is taken (e.g., a motion is filed), no
23 "CONFIDENTIAL" or "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY"
24
25
26
27
28

1 material that is the subject of said action to prevent disclosure shall be produced or
2 disclosed without written approval by counsel of the objecting party or by order of
3 the appropriate court(s).
4

5 16. Protection of Non-Parties. A non-party who or which is obligated to
6 provide discovery in this action by deposition, production of documents or
7 otherwise, may obtain the protections of this Order as to said nonparty's
8 information that falls within one of the categories described in paragraph A or B of
9 this Order simply by following the procedures set forth herein with respect to the
10 designation of documents, materials, or testimony provided. This Court, however,
11 does not have jurisdiction over non-parties to order or require them to comply with
12 the terms of this Order.
13
14

15
16 17. Inadvertent Production. In the event a party inadvertently produces
17 documents or materials that are attorney-client privileged, work product, or subject
18 to some other privilege or immunity, such production shall not effect a waiver of
19 such privilege or immunity. In such event, the producing party, immediately upon
20 learning of such inadvertent production, shall notify all parties to whom the
21 documents or materials were produced of such inadvertent production and shall
22 request the return of such documents and materials. Within 10 days of the receipt
23 of such notice and request, all receiving parties shall return to the producing party
24 all copies of such documents and materials, including any copies provided to a third
25 party, and shall not retain a copy of any such document or material. The
26
27
28

1 obligations of the receiving parties shall include those set forth in Federal Rules of
2 Civil Procedure 26(b)(5)(B).

3
4 18. Limitations Upon the Scope of Order. Nothing contained in this
5 Protective Order shall affect the right of party producing documents or information
6 herein to disclose or use for any purpose any materials designated by it as
7 “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY.”
8 This Order shall not limit or affect the rights of any party to use or disclose any
9 information that has not been obtained through, or derived as a result of, this
10 litigation.
11

12
13 19. Return of Materials Following Litigation. Within 60 days of the
14 termination of this action, including any appeals, any party who desires that
15 “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY”
16 materials be returned by the opposing party(ies) shall notify counsel for a Receiving
17 Party, and that Receiving Party’s counsel shall make arrangements to return all
18 copies of “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES
19 ONLY” materials so requested. After 60 days and within 120 days following the
20 termination of this action, including all appeals, the parties will destroy all materials
21 marked “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES
22 ONLY” by another party that were not requested by such party to be returned to it
23 as allowed by this paragraph.
24
25
26
27
28

1 20. Sanctions for Breach. Breach of this agreement may be punished by
2 the contempt powers of the Court and also may give rise to a civil cause of action.
3
4 Within fourteen (14) days of a party learning of or suspecting a breach of this
5 Order, such party shall give notice to the party believed to be in breach and request
6 such party to take all appropriate steps to recover the information that was disclosed
7 in violation of this Order and all appropriate steps to prevent or reduce harm to the
8 party whose confidential information was disclosed.
9

10 21. Challenges to Designations. Nothing in this Protective Order
11 constitutes a finding or admission that any “CONFIDENTIAL” or
12 “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY” materials are in fact
13 confidential or otherwise not subject to disclosure. Any party may dispute the
14 confidential nature of any “CONFIDENTIAL” or “CONFIDENTIAL - FOR
15 ATTORNEYS’ EYES ONLY” materials or may dispute that the
16 “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY”
17 materials are entitled to the protections of this Order and may move the Court for
18 removal of the “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’
19 EYES ONLY” designation upon any such materials. Nothing in this Protective
20 Order shall preclude the Court, sua sponte, from determining that a
21 “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY”
22 designation is unwarranted and ordering the removal of such designation. If a
23 dispute arises as to whether material, testimony, or information is entitled to

1 protection pursuant to Fed. R. Civ. P. 26(c), the party seeking protection bears the
2 burden of proving such protection is warranted. The party challenging the
3 designation shall initiate the dispute resolution process by providing written notice
4 of each designation it is challenging and describing the basis for each challenge.
5 The parties shall attempt to resolve each challenge in good faith and must begin the
6 process of conferring directly in voice-to-voice dialogue within 14 days of the date
7 of service of notice. Any motion shall be accompanied by a declaration affirming
8 compliance with this meet and confer requirement. Neither a party's delay or
9 failure to object or challenge the designation of materials, testimony and
10 information as "CONFIDENTIAL" or "CONFIDENTIAL - FOR ATTORNEYS'
11 EYES ONLY," nor a party's use of such materials as permitted by this Protective
12 Order, including filing of such materials under seal, shall constitute an admission or
13 agreement that the materials, testimony or information is entitled to legal
14 protection.

15
16
17
18
19
20 22. Additional Protection. The foregoing is entirely without prejudice to
21 the right of any party to apply to this Court for any further protective order relating
22 to any other document, information, or issue, or to modify this Order.

23
24 23. Duration of Order. The confidentiality obligations imposed by this
25 Protective Order shall remain in effect unless otherwise expressly ordered by the
26 Court. After the termination of this action, a party may seek leave to reopen this
27 case for the purpose of seeking relief for any violation or threatened violation of
28

1 this Order, although the Court's jurisdiction is terminated upon final disposition of
2 the case.

3
4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5 Dated: _____

SEGAL & KIRBY LLP

6
7 By: _____

8 JAMES R. KIRBY
9 JOHN T. KINN
10 SEGAL & KIRBY LLP
11 770 L Street, Suite 1440
12 Sacramento, CA 95814
13 Telephone: 916.441.0828
14 Facsimile: 916.446.6003
15 Email: jkirby@segalandkirby.com
16 jkinn@segalandkirby.com
17 Attorneys for Plaintiff

18 Dated: _____

DLA PIPER LLP (US)

19 By: _____

20 DEVAN J. MCCARTY
21 DLA PIPER LLP (US)
22 400 Capitol Mall, Suite 2400
23 Sacramento, California 95814
24 Telephone: 916.930.3200
25 Facsimile: 916.930.3201
26 Attorneys for Defendants
27 SOFTWARE SOLUTIONS INTEGRATED,
28 LLC, AND SOFTWARE SOLUTIONS OF
ILLINOIS, INC.

Dated: _____

LATHROP & GAGE LLP

By: _____

J. A. FELTON
R. CAMERON GARRISON
2345 Grand Boulevard, Suite 2200

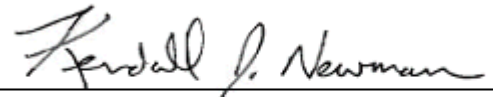
1 Kansas City, Missouri 64108-2618
2 Telephone: 816.292.2000
3 Facsimile: 816.292.2001
4 Email: jfelton@lathropgage.com;
5 cgarrison@lathropgage.com
6 Attorneys for Defendants
7 SOFTWARE SOLUTIONS INTEGRATED,
8 LLC, AND SOFTWARE SOLUTIONS OF
9 ILLINOIS, INC.

10 **ORDER**

11 The parties' proposed Stipulated Protective Order (Dkt. No. 18) is HEREBY
12 APPROVED as modified by the court above, with such modifications reflected by "strikeout" or
13 "strikethrough" marks. A signed and dated version of the parties' proposed Stipulated Protective
14 Order appears on the court's docket at entry 18.

15 IT IS SO ORDERED.

16 DATED: November 28, 2011

17 

18 **KENDALL J. NEWMAN**
19 **UNITED STATES MAGISTRATE JUDGE**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION

CROP DATA MANAGEMENT
SYSTEMS, INC., a California corporation,

Plaintiff,

v.

SOFTWARE SOLUTIONS
INTEGRATED, LLC; SOFTWARE
SOLUTIONS OF ILLINOIS, INC.; and
DOES 1 through 20, inclusive,

Defendant.

CASE NO. 2:11-CV-01437-LKK-KJN

STIPULATED PROTECTIVE ORDER

**DECLARATION OF _____
UNDER PROTECTIVE ORDER AGAINST UNAUTHORIZED
USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION**

I, _____, declare as follows:

1. My address and telephone number are _____
_____.

2. I hereby acknowledge that I have received, or may receive, information designated as “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY” under a PROTECTIVE ORDER of the Court in the above lawsuit, and I acknowledge such information is provided to me pursuant to the terms and restrictions of such PROTECTIVE ORDER.

3. I further state that I have (i) been given a copy of, and have read, the PROTECTIVE ORDER, (ii) I am familiar with the terms of the PROTECTIVE ORDER, (iii) I agree to comply with, and to be bound by, each of the terms thereof, and (iv) I agree to hold in confidence any information disclosed to me pursuant to the terms of the PROTECTIVE ORDER.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. I understand I am to (i) retain all of the materials I receive that have been designated as “CONFIDENTIAL” in a secure and safe place in a manner consistent with this PROTECTIVE ORDER; and (ii) keep all such materials in my custody until I have completed my assigned duties, whereupon they and all copies thereof, are to be returned to the party who provided them to me. I further understand that I am required to deliver to the party who provided the designated materials any materials, memoranda, work notes, or other documents derived from documents designated as “CONFIDENTIAL” or “CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY” or containing any information disclosed therein. Such delivery shall not relieve me from any of the continuing obligations imposed upon me by the PROTECTIVE ORDER. I further agree to notify any stenographic or clerical personnel who are required to assist me of the terms of the PROTECTIVE ORDER.

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

Signed

Date