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 LEON LOEW, AND JOHN CRUDO
 10

11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA

13 CHERYL COTTERILL,
 14 Plaintiff,

15 vs.

16 CITY AND COUNTY OF SAN
 FRANCISCO, MATHEW MASON,
 17 HUGH HALL, GREGORY HICKS,
 LEON LOEW, HEATHER FONG,
 18 MITCHELL KATZ, REGENTS OF THE
 UNIVERSITY OF CALIFORNIA, PAUL
 19 DAVIES, GAVIN NEWSOM, JOHN
 CRUDO, ANNE BRAUN, ESTER
 20 CHOO, TRUDY SINGZON, JESSICA
 FOGLER, REGINA GRAHAM, TAMAR
 21 SEIVER, FREDERICK HUANG,
 HURBERT OCHITILL, RICK PATEL,
 22 ALICIA F. LIEBERMAN, MARK
 LEARY, ROBERT OKIN, ROBERT
 23 DYNES AND DOES 1 TO 30,

24 Defendants.

Case No. CV-08-02295 JSW

STIPULATED PROTECTIVE ORDER

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly,
5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
6 Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures
7 or responses to discovery and that the protection it affords extends only to the limited information or
8 items that are entitled under the applicable legal principles to treatment as confidential. The parties
9 further acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates no
10 entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
11 that must be followed and reflects the standards that will be applied when a party seeks permission
12 from the court to file material under seal.

13 2. DEFINITIONS

14 2.1 Party: any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts, and outside counsel (and their support staff).

16 2.2 Disclosure or Discovery Material: all items or information, regardless of the
17 medium or manner generated, stored, or maintained (including, among other things, testimony,
18 transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery
19 in this matter.

20 2.3 "Confidential" Information or Items: information (regardless of how generated,
21 stored or maintained) or tangible things that qualify for protection under standards developed under
22 F.R.Civ.P. 26(c).

23 2.4 "Highly Confidential – Attorneys' Eyes Only" Information or Items: extremely
24 sensitive "Confidential Information or Items" whose disclosure to another Party or non-party would
25 create a substantial risk of serious injury that could not be avoided by less restrictive means.

26 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a
27 Producing Party.

1 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery
2 Material in this action.

3 2.7. Designating Party: a Party or non-party that designates information or items
4 that it produces in disclosures or in responses to discovery as "Confidential" or "Highly Confidential
5 — Attorneys' Eyes Only."

6 2.8 Protected Material: any Disclosure or Discovery Material that is designated as
7 "Confidential" or as "Highly Confidential – Attorneys' Eyes Only."

8 2.9. Outside Counsel: attorneys who are not employees of a Party but who are
9 retained to represent or advise a Party in this action.

10 2.10 House Counsel: attorneys who are employees of a Party.

11 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as
12 their support staffs).

13 2.12 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness
15 or as a consultant in this action and who is not a past or a current employee of a Party or of a
16 competitor of a Party's and who, at the time of retention, is not anticipated to become an employee of
17 a Party or a competitor of a Party's. This definition includes a professional jury or trial consultant
18 retained in connection with this litigation.

19 2.13 Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
21 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
22 subcontractors.

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only Protected
25 Material (as defined above), but also any information copied or extracted therefrom, as well as all
26 copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations
27 by parties or counsel to or in court or in other settings that might reveal Protected Material.
28

1 4. DURATION

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

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
7 Party or non-party that designates information or items for protection under this Order must take care
8 to limit any such designation to specific material that qualifies under the appropriate standards. A
9 Designating Party must take care to designate for protection only those parts of material, documents,
10 items, or oral or written communications that qualify – so that other portions of the material,
11 documents, items, or communications for which protection is not warranted are not swept
12 unjustifiably within the ambit of this Order.

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this
22 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,
23 material that qualifies for protection under this Order must be clearly so designated before the
24 material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (apart from transcripts of
27 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY" at the top of

1 each page that contains protected material. If only a portion or portions of the material on a page
2 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
3 by making appropriate markings in the margins) and must specify, for each portion, the level of
4 protection being asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
5 ATTORNEYS' EYES ONLY").

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

19 (b) for testimony given in deposition or in other pretrial or trial
20 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the record,
21 before the close of the deposition, hearing, or other proceeding, all protected testimony, and further
22 specify any portions of the testimony that qualify as "HIGHLY CONFIDENTIAL – ATTORNEYS'
23 EYES ONLY." When it is impractical to identify separately each portion of testimony that is entitled
24 to protection, and when it appears that substantial portions of the testimony may qualify for
25 protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the
26 record (before the deposition or proceeding is concluded) a right to have up to 20 days to identify the
27 specific portions of the testimony as to which protection is sought and to specify the level of
28 protection being asserted ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'

1 EYES ONLY"). Only those portions of the testimony that are appropriately designated for protection
2 within the 20 days shall be covered by the provisions of this Stipulated Protective Order.

3 Transcript pages containing Protected Material must be separately bound by
4 the court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or
5 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the Party or non-
6 party offering or sponsoring the witness or presenting the testimony.

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

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

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

1 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
2 Party's confidentiality designation must do so in good faith and must begin the process by conferring
3 directly (in voice to voice dialogue; other forms of communication are not sufficient) with counsel for
4 the Designating Party. In conferring, the challenging Party must explain the basis for its belief that
5 the confidentiality designation was not proper and must give the Designating Party an opportunity to
6 review the designated material, to reconsider the circumstances, and, if no change in designation is
7 offered, to explain the basis for the chosen designation. A challenging Party may proceed to the next
8 stage of the challenge process only if it has engaged in this meet and confer process first.

9 6.3 Judicial Intervention. A Party that elects to press a challenge to a
10 confidentiality designation after considering the justification offered by the Designating Party may
11 file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
12 applicable) that identifies the challenged material and sets forth in detail the basis for the challenge.
13 Each such motion must be accompanied by a competent declaration that affirms that the movant has
14 complied with the meet and confer requirements imposed in the preceding paragraph and that sets
15 forth with specificity the justification for the confidentiality designation that was given by the
16 Designating Party in the meet and confer dialogue.

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

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

13 (c) experts (as defined in this Order) of the Receiving Party 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 (d) the Court and its personnel;

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

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

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

1 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
2 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
3 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY
4 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

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

9 [(b) – Optional – as deemed appropriate in case-specific circumstances: House
10 Counsel of a Receiving Party (1) who has no involvement in competitive decision-making or in
11 patent prosecutions involving [specify subject matter areas], (2) to whom disclosure is reasonably
12 necessary for this litigation, and (3) who has signed the "Agreement to Be Bound by Protective
13 Order" (Exhibit A);

14 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably
15 necessary for this litigation, (2) who have signed the "Agreement to Be Bound by Protective Order"
16 (Exhibit A), [Optional: and (3) as to whom the procedures set forth in paragraph 7.4, below, have
17 been followed];

18 (d) the Court and its personnel;

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

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

23 [Optional: 7.4 Procedures for Approving Disclosure of "HIGHLY CONFIDENTIAL —
24 ATTORNEYS' EYES ONLY" Information or Items to "Experts"

25 (a) Unless otherwise ordered by the court or agreed in writing by the
26 Designating Party, a Party that seeks to disclose to an "Expert" (as defined in this Order) any
27 information or item that has been designated "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES
28 ONLY" first must make a written request to the Designating Party that (1) identifies the specific

1 HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to disclose to the
2 Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence,
3 (3) attaches a copy of the Expert's current resume, (4) identifies the Expert's current employer(s), (5)
4 identifies each person or entity from whom the Expert has received compensation for work in his or
5 her areas of expertise or to whom the expert has provided professional services at any time during the
6 preceding five years, and (6) identifies (by name and number of the case, filing date, and location of
7 court) any litigation in connection with which the Expert has provided any professional services
8 during the preceding five years.

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

13 (c) A Party that receives a timely written objection must meet and confer
14 with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
15 agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert may file
16 a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
17 applicable) seeking permission from the court to do so. Any such motion must describe the
18 circumstances with specificity, set forth in detail the reasons for which the disclosure to the Expert is
19 reasonably necessary, assess the risk of harm that the disclosure would entail and suggest any .
20 additional means that might be used to reduce that risk. In addition, any such motion must be
21 accompanied by a competent declaration in which the movant describes the parties' efforts to resolve
22 the matter by agreement (i.e., the extent and the content of the meet and confer discussions) and sets
23 forth the reasons advanced by the Designating Party for its refusal to approve the disclosure.

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

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

3 If a Receiving Party is served with a subpoena or an order issued in other litigation
4 that would compel disclosure of any information or items designated in this action as
5 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the Receiving
6 Party must so notify the Designating Party, in writing (by fax, if possible) immediately and in no
7 event more than three court days after receiving the subpoena or order. Such notification must include
8 a copy of the subpoena or court order.

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

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

20 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 10. FILING PROTECTED MATERIAL. Without written permission from the
2 Designating Party or a court order secured after appropriate notice to all interested persons, a Party
3 may not file in the public record in this action any Protected Material. A Party that seeks to file under
4 seal any Protected Material must comply with Civil Local Rule 79-5.

5 11. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by the
6 Producing Party, within sixty days after the final termination of this action, each Receiving Party
7 must return all Protected Material to the Producing Party. As used in this subdivision, "all Protected
8 Material" includes all copies, abstracts, compilations, summaries or any other form of reproducing or
9 capturing any of the Protected Material. With permission in writing from the Designating Party, the
10 Receiving Party may destroy some or all of the Protected Material instead of returning it. Whether the
11 Protected Material is returned or destroyed, the Receiving Party must submit a written certification to
12 the Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day
13 deadline that identifies (by category, where appropriate) all the Protected Material that was returned
14 or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts,
15 compilations, summaries or other forms of reproducing or capturing any of the Protected Material.
16 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,
17 motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such
18 materials contain Protected Material. Any such archival copies that contain or constitute Protected
19 Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

20 12. MISCELLANEOUS

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
22 to seek its modification by the Court in the future.

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

IT IS SO STIPULATED, THROUGH COUNSELS OF RECORD.

Dated: January 28, 2009

DENNIS J. HERRERA
City Attorney
JOANNE HOEPER
Chief Trial Deputy
SCOTT D. WIENER
Deputy City Attorney

-/s/- Scott D. Wiener

By: _____
SCOTT D. WIENER

Attorneys for Defendants
CITY AND COUNTY OF SAN FRANCISCO,
GAVIN NEWSOM, MITCHELL KATZ,
HEATHER FONG, MATTHEW MASON,
HUGH HALL, GREGORY HICKS, LEON LOEW,
JOHN CRUDO, AND PAUL DAVIES

Dated: January 28, 2009

GREGORY M. HAYNES, ESQ.

-/s/- Gregory M. Haynes

By: _____
GREGORY M. HAYNES

Attorney for Plaintiff CHERYL COTTERILL

**Pursuant to GO 45, the electronic signatory has
obtained approval from this signatory.*

Dated: January 28, 2009

HASSARD BONNINGTON LLP

-/s/- R. Wesley Pratt

By: _____
R. WESLEY PRATT

Attorneys for Defendants THE REGENTS OF THE
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TRUDY SINGZON, JESSICA FOGLER, REGINA
GRAHAM, TAMAR SEIVER, FREDERICK HUANG,
HURBERT OCHITILL, RICK PATEL, ALICIA F.
LIEBERMAN, MARK LEARY, ROBERT OKIN, AND
ROBERT DYNES

**Pursuant to GO 45, the electronic signatory has
obtained approval from this signatory.*

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: January 28, 2009



HON. JEFFREYS. WHITE
UNITED STATES DISTRICT JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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4 • I, _____ [print or type full name], of _____
5 [print or type full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States District Court for the
7 Northern District of California on _____ [date] in the case of
8 _____ **[insert formal name of the case and the number and initials**
9 **assigned to it by the court]**...I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose
11 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose
12 in any manner any information or item that is subject to this Stipulated Protective Order to any person
13 or entity except in strict compliance with the provisions of this Order.

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

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

21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____
24 [printed name]

25 Signature: _____
26 [signature]