

1 EDWARD P. SANGSTER (State Bar No.121041)
ed.sangster@klgates.com
2 CLAUDIA A. QUIROZ (State Bar No. 254419)
claudia.quiroz@klgates.com
3 K&L GATES LLP
4 4 Embarcadero Center, Suite 1200
San Francisco, CA 94111
5 Telephone: 415.882.8200
6 Facsimile: 415.882.8220

7 Attorneys for Defendant ANTONIO CABRERA MANO FILHO

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 IGUAÇU, INC.,

Case No. C 09-0380 RS (EMC)

11 Plaintiff,

**STIPULATION FOR ENTRY OF
PROTECTIVE ORDER**

12 v.

13 ANTONIO CABRERA MANO FILHO,

14 Defendant.
15

16
17
18 Plaintiff Iguacu, Inc. and Defendant Antonio Cabrera Mano Filho by and through their
19 respective counsel of record, hereby STIPULATE AND AGREE that the Court may enter the
20 Stipulated Protective Order attached hereto as Exhibit A. The Protective Order tracks the language of
21 the Northern District of California's Model Stipulated Protective Order for Standard Litigation with
22 the exception of paragraph 11, which is consistent with the provisions of Federal Rule of Civil
23 Procedure 26(b)(5)(B) and Federal Rule of Evidence 502(d) and (e).
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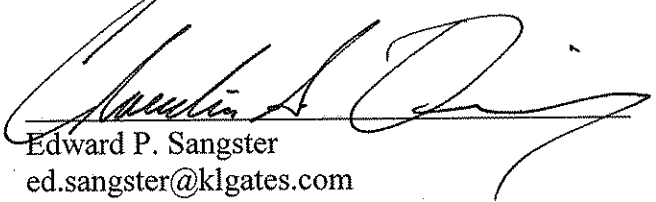
SF-226103 v1 0815210-00001

STIPULATION FOR ENTRY OF PROTECTIVE ORDER

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 K&L GATES LLP

4 Dated: November 17, 2010

5 By: 

6 Edward P. Sangster
7 ed.sangster@klgates.com
8 Claudia A. Quiroz
9 claudia.quiroz@klgates.com
10 Attorneys for Defendant ANTONIO
11 CABRERA MANO FILHO

12 SIDEMAN & BANCROFT, LLP

13 Dated: November 17, 2010

14 By: 

15 Robert R. Cross
16 rcross@sideman.com
17 Attorney for Plaintiff IGUACU, INC.

18 IT IS SO ORDERED.

19 Dated: November __, 2010

20 By: _____

21 Honorable Edward M. Chen
22 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

1 EDWARD P. SANGSTER (State Bar No.121041)
2 ed.sangster@klgates.com
3 CLAUDIA A. QUIROZ (State Bar No. 254419)
4 claudia.quiraz@klgates.com
5 K&L GATES LLP
6 4 Embarcadero Center, Suite 1200
7 San Francisco, CA 94111
8 Telephone: 415.882.8200
9 Facsimile: 415.882.8220

Attorneys for Defendant ANTONIO CABRERA MANO FILHO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IGUAÇU, INC.,

Plaintiff,

v.

ANTONIO CABRERA MANO FILHO,

Defendant.

Case No. C 09-0380 RS (EMC)

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
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket protections on all
7 disclosures or responses to discovery and that the protection it affords from public disclosure and use
8 extends only to the limited information or items that are entitled to confidential treatment under the
9 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
10 that this Stipulated Protective Order does not entitle them to file confidential information
11 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards
12 that will be applied when a party seeks permission from the court to file material under seal.

13 2. DEFINITIONS

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it
17 is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
18 of Civil Procedure 26(c).

19 2.3 Counsel (without qualifier): Outside Counsel of Record and House
20 Counsel (as well as their support staff).

21 2.4 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."

23 2.5 Disclosure or Discovery Material: all items or information, regardless of
24 the medium or manner in which it is generated, stored, or maintained (including, among other
25 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures
26 or responses to discovery in this matter.

27 2.6 Expert: a person with specialized knowledge or experience in a matter
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert

1 witness or as a consultant in this action.

2 2.7 House Counsel: attorneys who are employees of a party to this action.
3 House Counsel does not include Outside Counsel of Record or any other outside counsel.

4 2.8 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
7 this action but are retained to represent or advise a party to this action and have appeared in this
8 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
9 that party.

10 2.10 Party: any party to this action, including all of its officers, directors, employees,
11 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

12 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this action.

14 2.12 Professional Vendors: persons or entities that provide litigation support
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
16 organizing, storing, or retrieving data in any form or medium) and their employees and
17 subcontractors.

18 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
19 "CONFIDENTIAL."

20 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
21 from a Producing Party.

22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover not only Protected Material
24 (as defined above), but also (1) any information copied or extracted from Protected Material;
25 (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
26 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

27 However, the protections conferred by this Stipulation and Order do not cover the following
28 information: (a) any information that is in the public domain at the time of disclosure to a

1 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
2 result of publication not involving a violation of this Order, including becoming part of the public
3 record through trial or otherwise; and (b) any information known to the Receiving Party prior to
4 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained
5 the information lawfully and under no obligation of confidentiality to the Designating Party. Any
6 use of Protected Material at trial shall be governed by a separate agreement or order.

7 4. DURATION

8 Even after final disposition of this litigation, the confidentiality obligations imposed
9 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
10 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
11 claims and defenses in this action, with or without prejudice; and (2) final judgment herein
12 after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
13 action, including the time limits for filing any motions or applications for extension of time
14 pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under this Order
18 must take care to limit any such designation to specific material that qualifies under the appropriate
19 standards. The Designating Party must designate for protection only those parts of material,
20 documents, items, or oral or written communications that qualify – so that other portions of the
21 material, documents, items, or communications for which protection is not warranted are not
22 swept unjustifiably within the ambit of this Order.

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

27 If it comes to a Designating Party's attention that information or items that it designated for
28 protection do not qualify for protection, that Designating Party must promptly notify all

1 other Parties that it is withdrawing the mistaken designation.

2 5.2 Manner and Timing of Designations. Except as otherwise provided in this
3 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
4 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
5 designated before the material is disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic documents,
8 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
9 Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a
10 portion or portions of the material on a page qualifies for protection, the Producing Party also must
11 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).
12 A Party or Non-Party that makes original documents or materials available for inspection need not
13 designate them for protection until after the inspecting Party has indicated which material it would
14 like copied and produced. During the inspection and before the designation, all of the material made
15 available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
16 identified the documents it wants copied and produced, the Producing Party must determine which
17 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
18 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page
19 that contains Protected Material. If only a portion or portions of the material on a page qualifies for
20 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
21 appropriate markings in the margins).

22 (b) for testimony given in deposition or in other pretrial or trial proceedings,
23 that the Designating Party identify on the record, before the close of the deposition, hearing, or other
24 proceeding, all protected testimony.

25 (c) for information produced in some form other than documentary and for any
26 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
27 container or containers in which the information or item is stored the legend "CONFIDENTIAL." If
28

1 only a portion or portions of the information or item warrant protection, the Producing Party, to the
2 extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
4 designate qualified information or items does not, standing alone, waive the Designating Party's right
5 to secure protection under this Order for such material. Upon timely correction of a designation, the
6 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with
7 the provisions of this Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
10 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
11 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
12 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
13 confidentiality designation by electing not to mount a challenge promptly after the original
14 designation is disclosed.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
16 process by providing written notice of each designation it is challenging and describing the basis for
17 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
18 recite that the challenge to confidentiality is being made in accordance with this specific paragraph of
19 the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin
20 the process by conferring directly (in voice to voice dialogue; other forms of communication are not
21 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must
22 explain the basis for its belief that the confidentiality designation was not proper and must give the
23 Designating Party an opportunity to review the designated material, to reconsider the circumstances,
24 and, if no change in designation is offered, to explain the basis for the chosen designation. A
25 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in
26 this meet and confer process first or establishes that the Designating Party is unwilling to participate
27 in the meet and confer process in a timely manner.
28

1 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
2 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
3 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
4 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
5 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
6 competent declaration affirming that the movant has complied with the meet and confer requirements
7 imposed in the preceding paragraph. Failure by the Designating Party to make such a motion
8 including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive
9 the confidentiality designation for each challenged designation. In addition, the Challenging Party
10 may file a motion challenging a confidentiality designation at any time if there is good cause for
11 doing so, including a challenge to the designation of a deposition transcript or any portions thereof.
12 Any motion brought pursuant to this provision must be accompanied by a competent declaration
13 affirming that the movant has complied with the meet and confer requirements imposed by the
14 preceding paragraph.

15 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
16 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
17 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
18 Designating Party has waived the confidentiality designation by failing to file a motion to retain
19 confidentiality as described above, all parties shall continue to afford the material in question the
20 level of protection to which it is entitled under the Producing Party's designation until the court rules
21 on the challenge.

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
24 or produced by another Party or by a Non-Party in connection with this case only for prosecuting,
25 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the
26 categories of persons and under the conditions described in this Order. When the litigation has been
27 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
28 DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a location and in a secure
2 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 ordered
4 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
5 information or item designated "CONFIDENTIAL" only to:

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

16 (d) the court and its personnel;

17 (e) court reporters and their staff, professional jury or trial consultants, mock
18 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and
19 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

26 (g) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information.
28

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

3 If a Party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party
5 must:

6 (a) promptly notify in writing the Designating Party. Such notification shall
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to
9 issue in the other litigation that some or all of the material covered by the subpoena or order is subject
10 to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
11 and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by
13 the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
15 court order shall not produce any information designated in this action as “CONFIDENTIAL” before
16 a determination by the court from which the subpoena or order issued, unless the Party has obtained
17 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
18 seeking protection in that court of its confidential material – and nothing in these provisions should
19 be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful
20 directive from another court.

21 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
22 THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a Non-
24 Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-
25 Parties in connection with this litigation is protected by the remedies and relief provided by this
26 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
27 additional protections.
28

1 (b) In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the Party is subject to an
3 agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party
4 shall:

5 1. promptly notify in writing the Requesting Party and the Non-Party
6 that some or all of the information requested is subject to a confidentiality agreement with a Non-
7 Party;

8 2. promptly provide the Non-Party with a copy of the Stipulated
9 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
10 description of the information requested; and

11 3. make the information requested available for inspection by the Non-
12 Party.

13 (c) If the Non-Party fails to object or seek a protective order from this court
14 within 14 days of receiving the notice and accompanying information, the Receiving Party may
15 produce the Non-Party's confidential information responsive to the discovery request. If the Non-
16 Party timely seeks a protective order, the Receiving Party shall not produce any information in its
17 possession or control that is subject to the confidentiality agreement with the Non-Party before a
18 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden
19 and expense of seeking protection in this court of its Protected Material.

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
22 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
23 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
24 disclosures, (b) use its best efforts to retrieve all unauthorized 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.
28

1 11. INADVERTENT OR UNINTENTIONAL DISCLOSURE OF DISCOVERY
2 MATERIALS SUBJECT TO WORK PRODUCT PROTECTION OR PRIVILEGE

3 The production of any documents, information or other materials shall not constitute a waiver
4 of the attorney-client privilege, attorney work product doctrine, or any other legal privilege or
5 immunity if, as soon as reasonably possible after the Producing Party becomes aware of its
6 inadvertent or unintentional disclosure of privileged materials, the Producing Party designates such
7 materials as within the attorney-client privilege, work product immunity or other legal privilege or
8 immunity and requests return of those materials to the Producing Party. Upon request by the
9 Producing Party, the Receiving Party shall immediately return all copies of such inadvertently
10 produced materials and shall destroy all notes or other work product reflecting the contents of such
11 materials, and shall delete such materials from any litigation-support or other database. Within five
12 (5) business days of receiving such notification, the Receiving Party shall return or confirm
13 destruction of all such materials, including any summaries thereof. Such return or confirmation of
14 destruction shall not preclude the Receiving Party from seeking to compel production of the materials
15 for reasons other than the inadvertent production and shall not constitute an admission by the
16 receiving party that the materials were, in fact, privileged in any way.

17 If a Party receives from the other Party any document or information that the Receiving Party
18 reasonably believes is subject to the attorney-client privilege or attorney work product doctrine, the
19 Receiving Party should promptly notify the Producing Party of the potential inadvertent disclosure.
20 Upon request by the Producing Party, the Receiving Party shall immediately return all copies of such
21 inadvertently produced materials and shall destroy all notes or other work product reflecting the
22 contents of such materials, and shall delete such materials from any litigation-support or other
23 database. Such return or confirmation of destruction shall not preclude the Receiving Party from
24 seeking to compel production of the materials for reasons other than the inadvertent production and
25 shall not constitute an admission by the receiving party that the materials were, in fact, privileged in
26 any way.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
3 seek its modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
5 Order no Party waives any right it otherwise would have to object to disclosing or producing any
6 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
7 Party waives any right to object on any ground to use in evidence of any of the material covered by
8 this Protective Order.

9 12.3 Filing Protected Material. Without written permission from the Designating
10 Party or a court order secured after appropriate notice to all interested persons, a Party may not file in
11 the public record in this action any Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
13 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.
14 Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
15 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
16 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
17 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information
18 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

19 13. FINAL DISPOSITION. Within 60 days after the final disposition of this action, as
20 defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing
21 Party or destroy such material. As used in this subdivision, "all Protected Material" includes all
22 copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the
23 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
24 submit a written certification to the Producing Party (and, if not the same person or entity, to the
25 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the
26 Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not
27 retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing
28 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an

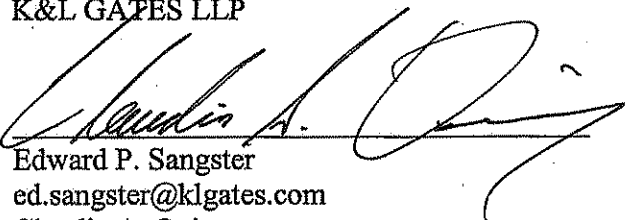
1 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
2 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and
3 consultant and expert work product, even if such materials contain Protected Material. Any such
4 archival copies that contain or constitute Protected Material remain subject to this Protective Order as
5 set forth in Section 4 (DURATION).

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 K&L GATES LLP

9 Dated: November 17, 2010

10 By:



11 Edward P. Sangster

12 ed.sangster@klgates.com

13 Claudia A. Quiroz

14 claudia.quiroz@klgates.com

15 Attorneys for Defendant ANTONIO

16 CABRERA MANO FILHO

17 SIDEMAN & BANCROFT, LLP

18 Dated: November 16, 2010

19 By:



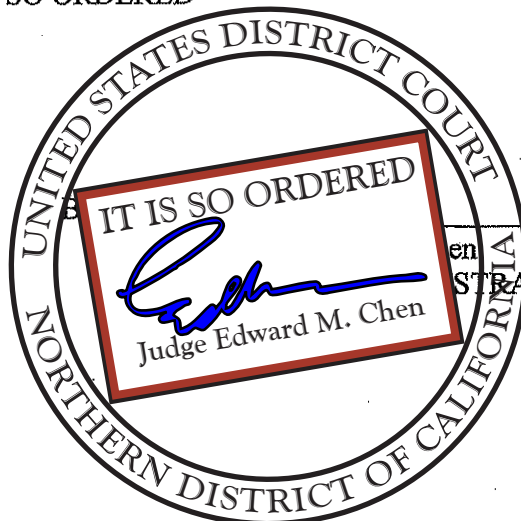
20 Robert R. Cross

21 rcross@sideman.com

22 Attorney for Plaintiff IGUACU, INC.

23 PURSUANT TO STIPULATION, IT IS SO ORDERED

24 Dated: November 22, 2010



25 en
26 STRATE JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____
4 _____ [print or type full address], declare under penalty of perjury that I have read
5 in its entirety and understand the Stipulated Protective Order that was issued by the United States
6 District Court for the Northern District of California on _____ [date] in the case of *Iguaçu, Inc. v.*
7 *Antonio Cabrera Mano Filho*, Case No. 09-0380 RS (EMC). I agree to comply with and to be bound
8 by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to
9 so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
10 promise that I will not disclose in any manner any information or item that is subject to this
11 Stipulated Protective Order to any person or entity except in strict compliance with the provisions of
12 this Order.

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

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

21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____
24

25 Signature: _____
26
27
28