

1 KEVIN MUCK (CSB NO. 120918)
kmuck@fenwick.com
2 CHRISTOPHER J. STESKAL (CSB NO. 212297)
csteskal@fenwick.com
3 JENNIFER BRETAN (CSB NO. 233475)
jbretan@fenwick.com
4 FENWICK & WEST LLP
555 California Street, 12th Floor
5 San Francisco, CA 94104
Telephone: (415) 875-2300
6 Facsimile: (415) 281-1350

7 Attorneys for Defendants
Freedom Financial Network, LLC, Freedom Debt
8 Relief, Inc. and Freedom Debt Relief, LLC

FILED

NOV 30 2009

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

RICHARD W. ...
CLERK
NORTHERN DISTRICT OF CALIFORNIA

FENWICK & WEST LLP
ATTORNEYS AT LAW
SAN FRANCISCO

14 HAIDEE ESTRELLA, an individual, and
WILLIAM RYAN CROSLEY, an
15 individual, on behalf of themselves and all
others similarly situated, and on behalf of
16 the general public,

17 Plaintiffs,

18 v.

19 FREEDOM FINANCIAL NETWORK,
LLC a Delaware limited liability company;
20 FREEDOM DEBT RELIEF, INC., a
California corporation; FREEDOM DEBT
21 RELIEF, LLC, a Delaware limited liability
company; GLOBAL CLIENT
22 SOLUTIONS, LLC; ROCKY
MOUNTAIN BANK AND TRUST;
23 ANDREW HOUSSEY; AND
BRADFORD STROH and DOES 1
24 through 100,

25 Defendants.

Case No. CV-09-03156 SI

**STIPULATED [AND PROPOSED]
PROTECTIVE ORDER**

1 This Stipulated Protective Order is meant to govern the use of, and protect from public
2 disclosure, any non-public and confidential or proprietary information used or disclosed in this
3 litigation.

4 **1. PURPOSES AND LIMITATIONS**

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

16 **2. DEFINITIONS**

17 2.1 Party: Any party to this action, including all of its officers, directors,
18 employees, consultants, retained experts, and outside counsel (and their respective support staff).

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

23 2.3 "CONFIDENTIAL" Information or Items: Information (regardless of how
24 generated, stored or maintained) or tangible things that qualify for protection under applicable
25 Fed. R. Civ. P. 26(c) standards.

26 2.4 Receiving Party: A Party that receives Disclosure or Discovery Material
27 from a Producing Party.

28 2.5 Producing Party: A Party or non-party that produces Disclosure or

1 Discovery Material in this action.

2 2.6 Designating Party: A Party or non-party that designates information or
3 items that it produces in disclosures or in responses to discovery as “Confidential.”

4 2.7 Protected Material: Any Disclosure or Discovery Material that is
5 designated as “Confidential” pursuant to the terms of this Order.

6 2.8 Outside Counsel: Attorneys who are not employees of a Party but who are
7 retained to represent or advise a Party in this action, along with their associated support staff.

8 2.9 In-House Counsel: Attorneys who are employees of a Party, along with
9 their associated support staff.

10 2.10 Counsel (without qualifier): Outside Counsel and In-House Counsel (and
11 their associated support staff).

12 2.11 Expert: A person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its Counsel to serve as an expert
14 witness or as a consultant in this action and who is not a past or a current employee of a Party or
15 of a competitor of a Party and who, at the time of retention, is not anticipated to become an
16 employee of a Party or a competitor of a Party. This definition includes professional jury or trial
17 consultants retained in connection with this litigation.

18 2.12 Professional Vendors: Persons or entities that provide litigation support
19 services (*e.g.*, photocopying; videotaping; translating; preparing exhibits or demonstrations;
20 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
21 subcontractors.

22 **3. SCOPE**

23 The protections conferred by this Order cover not only Protected Material, but also
24 any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or
25 compilations thereof, plus testimony, conversations, or presentations by Parties or Counsel to or
26 in Court or in other settings that might reveal Protected Material.

27 **4. DURATION**

28 Even after the termination of this litigation, the confidentiality obligations imposed

1 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a
2 Court order otherwise directs.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
5 Party or non-party that designates information or items for protection under this Order must take
6 care to limit any such designation to specific material that qualifies under the appropriate
7 standards. A Designating Party must take care to designate for protection only those parts of
8 material, documents, items, or oral or written communications that qualify such that other
9 portions of the material, documents, items, or communications for which protection is not
10 warranted are not swept unjustifiably within the ambit of this Order.

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

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

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
19 Order (*see, e.g.*, second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,
20 material that qualifies for protection under this Order must be clearly so designated before the
21 material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) For information in documentary form (apart from transcripts of
24 depositions or other pretrial or trial proceedings): The Producing Party shall affix the legend
25 "CONFIDENTIAL" prominently on each page that contains Protected Material. If only a portion
26 or portions of the material on a page qualifies for protection, the Producing Party also must
27 clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

28 A Party or non-party that makes original documents or materials available

1 for inspection need not designate them for protection until after the inspecting Party has indicated
 2 which material it would like copied and produced. During the inspection and before the
 3 designation, all of the material made available for inspection shall be deemed
 4 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and
 5 produced, the Producing Party must determine which documents, or portions thereof, qualify for
 6 protection under this Order, then, before producing the specified documents, the Producing Party
 7 must affix the appropriate legend (“CONFIDENTIAL”) prominently on each page that contains
 8 Protected Material. If only a portion or portions of the material on a page qualifies for protection,
 9 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
 10 appropriate markings in the margins).

11 (b) For testimony given in deposition or in other pretrial or trial
 12 proceedings: The Party or non-party offering or sponsoring the testimony shall identify on the
 13 record, before the close of the deposition, hearing, or other proceeding, all protected testimony.
 14 When it is impractical to identify separately each portion of testimony that is entitled to
 15 protection, and when it appears that substantial portions of the testimony may qualify for
 16 protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the
 17 record (before the deposition or proceeding is concluded) a right to have up to 20 days after
 18 receipt of the transcript of the testimony in which to identify the specific portions of the testimony
 19 as to which protection is claimed. Only those portions of the testimony that are appropriately
 20 designated for protection within the 20 days shall be covered by the provisions of this Order.

21 Transcript pages containing Protected Material must be separately bound
 22 by the court reporter, who must affix prominently on each such page the legend
 23 “CONFIDENTIAL” as instructed by the Party or nonparty offering or sponsoring the witness or
 24 presenting the testimony.

25 (c) For information produced in some form other than documentary,
 26 and for any other tangible items: The Producing Party shall affix in a prominent place on the
 27 exterior of the container or containers in which the information or item is stored the legend
 28 “CONFIDENTIAL.” If only portions of the information or item warrant protection, the Producing

1 Party, to the extent practicable, shall identify the protected portions.

2 (d) For information requiring production in native or non-documentary
3 electronic form (e.g., a database): By its nature, certain electronic information is impracticable to
4 designate for confidentiality on a documentary or item by item basis. In such instances, the
5 Producing Party shall therefore affix in a prominent place on the exterior of the container or
6 containers in which the electronic information is stored or transmitted (e.g., a physical CD-ROM
7 or hard disk drive) the legend "CONFIDENTIAL." The Receiving Party shall mark any
8 documents it prints from such designated files "CONFIDENTIAL" and treat them as such, in
9 accordance with the provisions of this Order.

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
11 to designate qualified information or items as "CONFIDENTIAL" does not, standing alone,
12 waive the Designating Party's right to secure protection under this Order for such material. If
13 material is promptly and appropriately designated as "CONFIDENTIAL" after the material was
14 initially produced, the Receiving Party, on timely notification of the designation, must make
15 reasonable efforts to assure that the material is treated in accordance with the provisions of this
16 Order.

17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's
19 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
20 economic burdens, or a later significant disruption or delay of the litigation, a Party does not
21 waive its right to challenge a confidentiality designation by electing not to mount a challenge
22 promptly after the original designation is disclosed.

23 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
24 Party's confidentiality designation must do so in good faith and must begin the process by
25 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)
26 with counsel for the Designating Party. In conferring, the challenging Party must explain the
27 basis for its belief that the confidentiality designation was not proper and must give the
28 Designating Party an opportunity to review the designated material, to reconsider the

1 circumstances and to either change the designation or explain the basis for standing on the chosen
2 designation in a timely manner. A challenging Party may proceed to the next stage of the
3 challenge process only if it has engaged in this meet and confer process first, which process is not
4 to exceed 15 days.

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

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

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

1 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
3 disclose any information or item designated CONFIDENTIAL only to:

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

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

11 (c) Experts (as defined in this Order) of the Receiving Party 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);

14 (d) the Court and its personnel;

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

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

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

25 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
26 **IN OTHER LITIGATION**

27 If a Receiving Party is served with a subpoena or an order issued in other litigation
28 that would compel disclosure of any information or items designated in this action as

1 “CONFIDENTIAL,” the Receiving Party must so notify the Designating Party in writing (by fax
2 or email, if possible) immediately and in no event more than three court days after receiving the
3 subpoena or order. Such notification must include a copy of the subpoena or court order.

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

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

15 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

23 **10. FILING PROTECTED MATERIAL**

24 Without written permission from the Designating Party or a court order secured after
25 appropriate notice to all interested persons, a Party may not file in the public record in this action
26 any Protected Material. A Party that seeks to file under seal any Protected Material must comply
27 with Civil Local Rule 79-5, as modified by this Court’s Standing Order, which sets forth the
28 procedures that must be followed and reflects the standards that will be applied when a Party

1 seeks to file materials under seal.

2 **11. FINAL DISPOSITION**

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

19 **12. INADVERTENT DISCLOSURE OF PRIVILEGED MATERIAL**

20 If Discovery Material or other information subject to a claim of attorney-client privilege,
21 work-product immunity, or any other applicable claim of privilege or immunity is inadvertently
22 produced or otherwise disclosed to any other Party or non-party, such production or disclosure
23 shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of
24 privilege or immunity for such Discovery Material or other information. Discovery Material or
25 other information subject to a claim of privilege or immunity must be returned as soon as it is
26 discovered, without any need to show the production was inadvertent. The Receiving Party shall
27 not use the inadvertently produced Discovery Material or other information for any purpose other
28 than in connection with a motion to compel in this matter.

1 Upon request by the Producing Party pursuant to this Section, the Receiving Party shall
2 immediately return all copies of such document(s) or thing(s) and shall destroy any newly created
3 derivative document such as a summary or comment on the inadvertently produced information.
4 The Receiving Party may then move the Court for an Order compelling production of such
5 information, but the motion shall not assert as a ground for production the fact or circumstances
6 of the inadvertent production. If a claim is disputed, the Receiving Party shall not use or disclose
7 any Discovery Material or other information for which a claim of privilege or immunity is made
8 pursuant to this Section for any purpose until the matter is resolved by agreement of the parties or
9 by a decision of this Court.

10 **13. MISCELLANEOUS**

11 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
12 Party to seek its modification by the Court in the future.

13 13.2 Right to Assert Other Objections. By stipulating to the entry of this Order,
14 no Party waives any right it otherwise would have to object to disclosing or producing any
15 information or item on any ground not addressed in this Order. Similarly, no Party waives any
16 right to object on any ground to use in evidence of any of the material covered this Order.

FENWICK & WEST LLP
ATTORNEYS AT LAW
SAN FRANCISCO

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: November 30, 2009 FENWICK & WEST LLP

3
4 By: /s/ Kevin P. Muck
Kevin P. Muck

5
6 Attorneys for Defendants
7 FREEDOM FINANCIAL NETWORK, LLC,
FREEDOM DEBT RELIEF, INC. and FREEDOM
DEBT RELIEF, LLC

8 Dated: November 30, 2009 LAW OFFICES OF ALLEN RUBY

9
10 By: /s/ Allen Ruby
Allen Ruby

11 Attorneys for Defendants
12 BRADFORD STROH and ANDREW HOUSSER

13 Dated: November 24, 2009 CLARK & MARKHAM LLP
14 LAW OFFICES OF BARRON E. RAMOS
15 KERSHAW, CUTTER, & RATINOFF LLP
16 CHARLES E. AMES, P.C.
17 THE CROSLY LAW FIRM, P.C.

18 By: /s/ Barron E. Ramos
19 Attorney

20 Attorneys for Plaintiffs HAIDEE ESTRELLA and
21 WILLIAM RYAN CROSLY

22 Dated: November 27, 2009 GREENSPOON MARDER, P.A.

23 By: /s/ Richard W. Epstein
24 Richard W. Epstein

25 Attorneys for Defendants GLOBAL CLIENT
26 SOLUTIONS, LLC & ROCKY MOUNTAIN
27 BANK & TRUST
28

FENWICK & WEST LLP
ATTORNEYS AT LAW
SAN FRANCISCO

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SAN FRANCISCO

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: November __, 2009

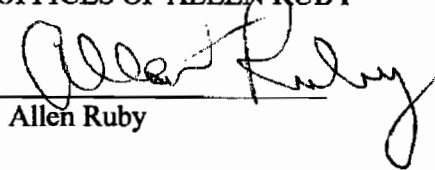
FENWICK & WEST LLP

By: _____
Kevin P. Muck

Attorneys for Defendants
FREEDOM FINANCIAL NETWORK, LLC,
FREEDOM DEBT RELIEF, INC. and FREEDOM
DEBT RELIEF, LLC

Dated: November ~~30~~, 2009

LAW OFFICES OF ALLEN RUBY

By: 
Allen Ruby

Attorneys for Defendants
BRADFORD STROH and ANDREW HOUSSER

Dated: November __, 2009

CLARK & MARKHAM LLP
LAW OFFICES OF BARRON E. RAMOS
KERSHAW, CUTTER, & RATINOFF LLP
CHARLES E. AMES, P.C.
THE CROSLY LAW FIRM, P.C.

By: _____
Attorney

Attorneys for Plaintiffs HAIDEE ESTRELLA and
WILLIAM RYAN CROSLY

Dated: November __, 2009

GREENSPOON MARDER, P.A.

By: _____
Richard W. Epstein

Attorneys for Defendants GLOBAL CLIENT
SOLUTIONS, LLC & ROCKY MOUNTAIN
BANK & TRUST

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: November __, 2009

FENWICK & WEST LLP

3

By: _____

4

Kevin P. Muck

5

Attorneys for Defendants

6

FREEDOM FINANCIAL NETWORK, LLC,
FREEDOM DEBT RELIEF, INC. and FREEDOM
DEBT RELIEF, LLC

7

8 Dated: November __, 2009

LAW OFFICES OF ALLEN RUBY

9

By: _____

10

Allen Ruby

11

Attorneys for Defendants

12

BRADFORD STROH and ANDREW HOUSSER

13

Dated: November 21, 2009

CLARK & MARKHAM LLP

14

LAW OFFICES OF BARRON E. RAMOS

15

KERSHAW, CUTTER, & RATINOFF LLP

16

CHARLES E. AMES, P.C.

17

THE CROSLY LAW FIRM, P.C.

By:  _____

Attorney

18

Attorneys for Plaintiffs HAIDEE ESTRELLA and
WILLIAM RYAN CROSLY

19

20 Dated: November __, 2009

GREENSPOON MARDER, P.A.

21

By: _____

22

Richard W. Epstein

23

Attorneys for Defendants GLOBAL CLIENT
SOLUTIONS, LLC & ROCKY MOUNTAIN
BANK & TRUST

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FENWICK & WEST LLP
ATTORNEYS AT LAW
SAN FRANCISCO

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: November __, 2009

FENWICK & WEST LLP

3

By: _____
Kevin P. Muck

4

5

Attorneys for Defendants
FREEDOM FINANCIAL NETWORK, LLC,
FREEDOM DEBT RELIEF, INC. and FREEDOM
DEBT RELIEF, LLC

6

7

8 Dated: November __, 2009

LAW OFFICES OF ALLEN RUBY

9

By: _____
Allen Ruby

10

11

Attorneys for Defendants
BRADFORD STROH and ANDREW HOUSSER

12

13 Dated: November __, 2009

CLARK & MARKHAM LLP
LAW OFFICES OF BARRON E. RAMOS
KERSHAW, CUTTER, & RATINOFF LLP
CHARLES E. AMES, P.C.
THE CROSLY LAW FIRM, P.C.

14

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By: _____
Attorney

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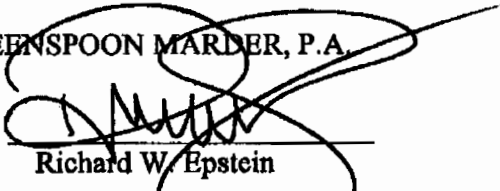
Attorneys for Plaintiffs HAIDEE ESTRELLA and
WILLIAM RYAN CROSLY

19

20 Dated: November 27, 2009

GREENSPOON MARDER, P.A.

21

By: 
Richard W. Epstein

22

23

Attorneys for Defendants GLOBAL CLIENT
SOLUTIONS, LLC & ROCKY MOUNTAIN
BANK & TRUST

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FENWICK & WEST LLP
ATTORNEYS AT LAW
SAN FRANCISCO

1 The parties having agreed to a Stipulated Protective Order governing the treatment of
2 confidential materials in this matter and the inadvertent disclosure of privilege materials,
3 therefore:

4
5 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

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7 Dated: 12/1/09

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9 _____
10 SUSAN ILLSTON
11 United States District Judge
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FENWICK & WEST LLP
ATTORNEYS AT LAW
SAN FRANCISCO

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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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 Northern District of California on _____ [date] in the case of *Estrella v. Freedom Financial Network, LLC et al.*, Case No. CV-09-03156-SI. 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 Northern 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.

Dated: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

FENWICK & WEST LLP
ATTORNEYS AT LAW
SAN FRANCISCO

PROOF OF SERVICE

The undersigned certifies and declares as follows:

I am a citizen of the United States and employed in the City and County of San Francisco, State of California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Fenwick & West LLP, 555 California Street, 12th Floor, San Francisco, California 94104. On November 30, 2009, I served a copy of the following document(s):

• **STIPULATED [AND PROPOSED] PROTECTIVE ORDER**

on the interested parties in the subject action by:

(1) electronic service pursuant to General Order No. 45 and Local Rule 5-4, I hereby certify that the above documents were uploaded to the ECF Website and the ECF Webmaster will give e-mail notification to all registered parties; and,

(2) by placing the document(s) listed above in a sealed envelope for collection and mailing following ordinary business practices. I am readily familiar with ordinary business practices for collecting and processing mail for the United States Postal Service, and mail that I place for collection and processing is regularly deposited with the United States Postal Service that same day with postage prepaid, by placing a true copy thereof as indicated below, addressed as follows:

Thomas A. Crosley, Esq.
The Crosley Law Firm, P.C.
McCombs Plaza, Suite 250
755 East Mulberry
San Antonio, TX 78212
Telephone: (210) 354-4500
Facsimile: (210) 354-4034

Charles E. Ames, Esq.
Charles E. Ames, P.C.
2712 Timberleaf Drive
Carrollton, TX 75006
Telephone: (214) 390-8111
Facsimile: (214) 390-8112

I declare under penalty of perjury under the laws of the United States that the above is true and correct.

Date: November 30, 2009



Kathi de Leon

FENWICK & WEST LLP
ATTORNEYS AT LAW
SAN FRANCISCO