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 EXPERTS IN TELECOMMUNICATIONS  
 AND INTEGRATION, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

20 CORBIS CORPORATION,

21 Plaintiff,

22 v.

23 TIVOLI ASSOCIATES, INC., and  
 24 EXPERTS IN  
 25 TELECOMMUNICATIONS AND  
 INTEGRATION, INC.,

26 Defendants.

CASE NO. CV09-3383 BZ

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 would 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  
7 all disclosures or responses to discovery and that the protection it affords extends only to the  
8 limited information or items that are entitled under the applicable legal principles to treatment as  
9 confidential. The parties further acknowledge, as set forth in Section 10, below, that this  
10 Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil  
11 Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will  
12 be applied when a party seeks permission from the court to file material under seal.

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14           2. DEFINITIONS

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

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

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

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

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1           2.5     Receiving Party: a Party that receives Disclosure or Discovery Material from a  
2 Producing Party.

3           2.6     Producing Party: a Party or non-party that produces Disclosure or Discovery  
4 Material in this action.

5           2.7.    Designating Party: a Party or non-party that designates information or items that it  
6 produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential —  
7 Attorneys’ Eyes Only.”

8           2.8     Protected Material: any Disclosure or Discovery Material that is designated as  
9 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

10          2.9.    Outside Counsel: attorneys who are not employees of a Party but who are retained  
11 to represent or advise a Party in this action.

12          2.10   House Counsel: attorneys who are employees of a Party.

13          2.11   Counsel (without qualifier): Outside Counsel and House Counsel (as well as their  
14 support staffs).

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

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

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25         3. SCOPE

26           The protections conferred by this Stipulation and Order cover not only Protected Material  
27 (as defined above), but also any information copied or extracted therefrom, as well as all copies,

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1 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by  
2 parties or counsel to or in court or in other settings that might reveal Protected Material.

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4 4. DURATION

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

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9 5. DESIGNATING PROTECTED MATERIAL

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

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

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

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
26 (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,

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1 material that qualifies for protection under this Order must be clearly so designated before the  
2 material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (apart from transcripts of depositions or other  
5 pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at the top of each page that  
7 contains protected material. If only a portion or portions of the material on a page qualifies for  
8 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
9 appropriate markings in the margins) and must specify, for each portion, the level of protection  
10 being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
11 EYES ONLY”).

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

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

10 Transcript pages containing Protected Material must be separately bound by the court  
11 reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or “HIGHLY  
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or non-party  
13 offering or sponsoring the witness or presenting the testimony.

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

21 5.3 Inadvertent Failures to Designate . If timely corrected, an inadvertent failure to  
22 designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys’  
23 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection  
24 under this Order for such material. If material is appropriately designated as “Confidential” or  
25 “Highly Confidential – Attorneys’ Eyes Only” after the material was initially produced, the  
26 Receiving Party, on timely notification of the designation, must make reasonable efforts to assure  
27 that the material is treated in accordance with the provisions of this Order.

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1           6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           6.1     Timing of Challenges. Unless a prompt challenge to a Designating Party's  
3 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
4 economic burdens, or a later significant disruption or delay of the litigation, a Party does not  
5 waive its right to challenge a confidentiality designation by electing not to mount a challenge  
6 promptly after the original designation is disclosed.

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

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

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

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1        7. ACCESS TO AND USE OF PROTECTED MATERIAL

2            7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
3 produced by another Party or by a non-party in connection with this case only for prosecuting,  
4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
5 the categories of persons and under the conditions described in this Order. When the litigation has  
6 been terminated, a Receiving Party must comply with the provisions of section 11, below (FINAL  
7 DISPOSITION).

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

10          7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
11 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
12 information or item designated CONFIDENTIAL only to:

13                    (a) the Receiving Party’s Outside Counsel of record in this action, as well as  
14 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
15 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached  
16 hereto as Exhibit A;

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

20                    (c) experts (as defined in this Order) of the Receiving Party to whom disclosure is  
21 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
22 Protective Order” (Exhibit A);

23                    (d) the Court and its personnel;

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

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

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

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
8 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
9 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

11 (a) the Receiving Party’s Outside Counsel of record in this action, as well as  
12 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
13 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached  
14 hereto as Exhibit A;

15 (b) House Counsel of a Receiving Party (1) to whom disclosure is reasonably  
16 necessary for this litigation, and (2) who has signed the “Agreement to Be Bound by Protective  
17 Order” (Exhibit A);

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

22 (d) the Court and its personnel;

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

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

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1           7.4     Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –  
2 ATTORNEYS’ EYES ONLY” Information or Items to “Experts”

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

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

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

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

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8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
9 LITIGATION.

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

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

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

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1           9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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10           10. FILING PROTECTED MATERIAL.

11           Without written permission from the Designating Party or a court order secured after  
12 appropriate notice to all interested persons, a Party may not file in the public record in this action  
13 any Protected Material. A Party that seeks to file under seal any Protected Material must comply  
14 with Civil Local Rule 79-5.

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16           11. FINAL DISPOSITION.

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

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7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
9 its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
11 no Party waives any right it otherwise would have to object to disclosing or producing any  
12 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
13 Party waives any right to object on any ground to use in evidence of any of the material covered  
14 by this Protective Order.

15 12.3 Inadvertent Production: Inadvertent or unintentional production of documents  
16 (including physical objects) subject to work product immunity, the attorney-client privilege, the  
17 right of privacy or any other applicable privilege, shall not constitute a waiver of the immunity or  
18 privilege, provided that the Designating Party shall notify the Receiving Party in writing of such  
19 inadvertent production promptly after the Designating Party discovers such inadvertent  
20 production. After notification is made, the Receiving Party shall immediately return to the  
21 Designating Party all copies of such inadvertently produced documents and shall immediately  
22 confirm in writing that all electronic copies have been deleted or destroyed. A Receiving Party  
23 shall not refuse a written request for the immediate return of such inadvertently produced  
24 documents on any basis. However, nothing herein shall prevent the Receiving Party from  
25 challenging the propriety of the privilege or immunity designation by promptly filing an  
26 appropriate motion with the Court, but the Receiving Party shall not challenge the propriety of the  
27 privilege or immunity designation on the grounds that the privilege or immunity was waived by  
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1 production of the document. Unless such a challenge is successful, no use shall be made of such  
2 documents during deposition or trial, nor shall they be shown to anyone who was not given access  
3 to them prior to the request to return or destroy such documents. Furthermore, if no such  
4 challenge is brought, or if any such challenge is unsuccessful, the Receiving Party shall promptly  
5 confirm in writing that any analyses, memoranda, or notes which were internally generated based  
6 upon such inadvertently produced information have been deleted and/or destroyed.

7

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9

10 DATED: December 10, 2009

COVINGTON & BURLING LLP

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/s/ Simon J. Frankel

Attorneys for Plaintiff

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CORBIS CORPORATION

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14 DATED: December 10, 2009

LEWIS BRISBOIS BISGAARD & SMITH LLP

15

/s/ Daniel Lewis

Attorneys for Defendant

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TIVOLI ASSOCIATES, INC.

17 DATED: December 10, 2009

FOX, SHIEFLO, HARTLEY & BABU LLP

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/s/ Michael Fox

Attorneys for Defendant

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EXPERTS IN TELECOMMUNICATIONS AND

20

INTEGRATION, INC.

21 Pursuant to General Order No. 45 Section X.B., I hereby attest that I have obtained concurrence of  
22 the signatories, Daniel Lewis and Michael Fox, indicated by a "conformed" signature (/s/) within  
23 this efiled document.

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/s/ Simon J. Frankel

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26 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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28 DATED: December 11, 2009



United States Magistrate Judge

The Honorable Bernard Zimmerman

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on \_\_\_\_\_ [date] in the case of Corbis Corporation v. Tivoli Associates, Inc., and Experts in Telecommunications and Integration, Inc., Case No. CV09-3383 BZ. 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.

Date: \_\_\_\_\_

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

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]