

1 ROCKY N. UNRUH, CA Bar #84049
 2 runruh@schiffhardin.com
 3 **SCHIFF HARDIN LLP**
 4 ATTORNEYS AT LAW
 ONE MARKET
 SPEAR STREET TOWER, THIRTY-SECOND FLOOR
 SAN FRANCISCO, CA 94105
 TELEPHONE: 415.901.8700
 FACSIMILE: 415.901.8701

5 RUSSELL B. SELMAN IL Bar # 6195396, *pro hoc vice*
 6 rselman@schiffhardin.com
 7 BRADLEY S. ROCHLEN IL Bar # 6244780, *pro hoc vice*
 8 brochlen@schiffhardin.com
 9 J. MICHAEL SHOWALTER IL Bar #6301455, *pro hoc vice*
 10 mshowalter@schiffhardin.com

11 **SCHIFF HARDIN LLP**
 12 ATTORNEYS AT LAW
 13 233 S. WACKER DR., SUITE 6600
 14 CHICAGO, IL 60606
 15 TELEPHONE: 312.258.5500
 16 FACSIMILE: 312.258.5600

17 Attorneys for Defendant Pacific Gas and Electric Company

18 **UNITED STATES DISTRICT COURT**
 19 **NORTHERN DISTRICT OF CALIFORNIA**

20 Ecological Rights Foundation,
 21
 22 Plaintiff,
 23
 24 v.
 25 Pacific Gas and Electric Company,
 26
 27 Defendant.

28 Case No. CV 10-00121 RS

**STIPULATED PROTECTIVE ORDER
 FOR LITIGATION INVOLVING
 PATENTS, HIGHLY SENSITIVE
 CONFIDENTIAL INFORMATION
 AND/OR TRADE SECRETS**

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section

1 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential
2 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and
3 the standards that will be applied when a party seeks permission from the court to file material
4 under seal.

5 2. DEFINITIONS

6 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
7 information or items under this Order.

8 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how
9 it is generated, stored or maintained) or tangible things that qualify for protection under Federal
10 Rule of Civil Procedure 26(c).

11 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as their
12 support staff).

13 2.4 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

15 2.5 Disclosure or Discovery Material: all items or information, regardless of
16 the medium or manner in which it is generated, stored, or maintained (including, among other
17 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures
18 or responses to discovery in this matter.

19 2.6 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
21 witness or as a consultant in this action.

22 2.7 House Counsel: attorneys who are employees of a party to this action.
23 House Counsel does not include Outside Counsel of Record or any other outside counsel.

24 2.8 Non-Party: any natural person, partnership, corporation, association, or
25 other legal entity not named as a Party to this action.

26 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
27 this action but are retained to represent or advise a party to this action and have appeared in this
28

1 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
2 that party.

3 2.10 Party: any party to this action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their support
5 staffs).

6 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this action.

8 2.12 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
10 organizing, storing, or retrieving data in any form or medium) and their employees and
11 subcontractors.

12 2.13 Protected Material: any Disclosure or Discovery Material that is
13 designated as "CONFIDENTIAL."

14 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only Protected
18 Material (as defined above), but also (1) any information copied or extracted from Protected
19 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any
20 testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected
21 Material. However, the protections conferred by this Stipulation and Order do not cover the
22 following information: (a) any information that is in the public domain at the time of disclosure
23 to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party
24 as a result of publication not involving a violation of this Order, including becoming part of the
25 public record through trial or otherwise; and (b) any information known to the Receiving Party
26 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
27 obtained the information lawfully and under no obligation of confidentiality to the Designating
28 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

1 4. DURATION

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

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.

11 Each Party or Non-Party that designates information or items for protection under this Order must
12 take care to limit any such designation to specific material that qualifies under the appropriate
13 standards. To the extent it is practical to do so, the Designating Party must designate for
14 protection only those parts of material, documents, items, or oral or written communications that
15 qualify – so that other portions of the material, documents, items, or communications for which
16 protection is not warranted are not swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations that
18 are 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 Designating 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 Designating 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

26 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
27 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
28 designated before the material is disclosed or produced.

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

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted.

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the appropriate legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted.

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony and specify the level of protection being asserted. When it is impractical to identify separately each portion of testimony that is entitled to protection and it appears that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection within the 21 days shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating

1 Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked,
2 that the entire transcript shall be treated as “CONFIDENTIAL.”

3 Parties shall give the other parties notice if they reasonably expect a deposition,
4 hearing or other proceeding to include Protected Material so that the other parties can ensure that
5 only authorized individuals who have signed the “Acknowledgment and Agreement to Be
6 Bound” (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a
7 deposition shall not in any way affect its designation as “CONFIDENTIAL.”

8 Transcripts containing Protected Material shall have an obvious legend on the title
9 page that the transcript contains Protected Material, and the title page shall be followed by a list
10 of all pages (including line numbers as appropriate) that have been designated as Protected
11 Material and the level of protection being asserted by the Designating Party. The Designating
12 Party shall inform the court reporter of these requirements.

13 (c) for information produced in some form other than documentary and for any
14 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
15 container or containers in which the information or item is stored the legend “CONFIDENTIAL.”
16 If only a portion or portions of the information or item warrant protection, the Producing Party, to
17 the extent practicable, shall identify the protected portion(s) and specify the level of protection
18 being asserted.

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
20 failure to designate qualified information or items does not, standing alone, waive the Designating
21 Party’s right to secure protection under this Order for such material. Upon timely correction of a
22 designation, the Receiving Party must make reasonable efforts to assure that the material is
23 treated in accordance with the provisions of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s
27 confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
28 economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its

1 right to challenge a confidentiality designation by electing not to mount a challenge promptly
2 after the original designation is disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process by providing written notice of each designation it is challenging and describing
5 the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the
6 written notice must recite that the challenge to confidentiality is being made in accordance with
7 this specific paragraph of the Protective Order. The parties shall attempt to resolve each
8 challenge in good faith and must begin the process by conferring directly (in voice to voice
9 dialogue; other forms of communication are not sufficient) within 14 days of the date of service
10 of notice. In conferring, the Challenging Party must explain the basis for its belief that the
11 confidentiality designation was not proper and must give the Designating Party an opportunity to
12 review the designated material, to reconsider the circumstances, and, if no change in designation
13 is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to
14 the next stage of the challenge process only if it has engaged in this meet and confer process first
15 or establishes that the Designating Party is unwilling to participate in the meet and confer process
16 in a timely manner.

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
18 court intervention, the Designating Party shall file and serve a motion to retain confidentiality
19 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21
20 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and
21 confer process will not resolve their dispute, whichever is earlier.¹ Each such motion must be
22 accompanied by a competent declaration affirming that the movant has complied with the meet
23 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to
24 make such a motion including the required declaration within 21 days (or 14 days, if applicable)
25 shall automatically waive the confidentiality designation for each challenged designation. In
26

27 ¹ *Alternative:* It may be appropriate in certain circumstances for the parties to agree to shift the burden to move on
28 the Challenging Party after a certain number of challenges are made to avoid an abuse of the process. The burden of
persuasion would remain on the Designating Party.

1 addition, the Challenging Party may file a motion challenging a confidentiality designation at any
2 time if there is good cause for doing so, including a challenge to the designation of a deposition
3 transcript or any portions thereof. Any motion brought pursuant to this provision must be
4 accompanied by a competent declaration affirming that the movant has complied with the meet
5 and confer requirements imposed by the preceding paragraph.

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

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this case only for
16 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
17 disclosed only to the categories of persons and under the conditions described in this Order.
18 When the litigation has been terminated, a Receiving Party must comply with the provisions of
19 section 13 below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner² that ensures that access is limited to the persons authorized
22 under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
24 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
25 disclose any information or item designated "CONFIDENTIAL" only to:

26
27 _____
28 ² It may be appropriate under certain circumstances to require the Receiving Party to store any electronic Protected
Material in password-protected form.

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

5 (b) the officers, directors, and employees (including House Counsel) of the
6 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
7 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment
10 and Agreement to Be Bound" (Exhibit A);

11 (d) the court and its personnel;

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

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

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

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
24 OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation that
26 compels disclosure of any information or items designated in this action as "CONFIDENTIAL"
27 that Party must:

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

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

7 (c) cooperate with respect to all reasonable procedures sought to be pursued by
8 the Designating Party whose Protected Material may be affected.³

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

16 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
17 IN THIS LITIGATION

18 (a) The terms of this Order are applicable to information produced by a Non-
19 Party in this action and designated as "CONFIDENTIAL." Such information produced by Non-
20 Parties in connection with this litigation is protected by the remedies and relief provided by this
21 Order in addition to such remedies provided under prior orders of this Court. Nothing in these
22 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to
24 produce a Non-Party's confidential information in its possession, and the Party is subject to an
25

26
27 ³ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to
28 afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from
which the subpoena or order issued.

1 agreement with the Non-Party not to produce the Non-Party's confidential information, then the
2 Party shall:

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

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

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

10 (c) If the Non-Party fails to object or seek a protective order from this court
11 within 14 days of receiving the notice and accompanying information, the Receiving Party may
12 produce the Non-Party's confidential information responsive to the discovery request. If the
13 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information
14 in its possession or control that is subject to the confidentiality agreement with the Non-Party
15 before a determination by the court.⁴ Absent a court order to the contrary, the Non-Party shall
16 bear the burden and expense of seeking protection in this court of its Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

25
26
27 _____
28 ⁴ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection, the
5 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
6 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in
7 an e-discovery order that provides for production without prior privilege review. Pursuant to
8 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of
9 disclosure of a communication or information covered by the attorney-client privilege or work
10 product protection, the parties may incorporate their agreement in the stipulated protective order
11 submitted to the court.

12 12. MISCELLANEOUS

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
14 person to seek its modification by the court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this
16 Protective Order no Party waives any right it otherwise would have to object to disclosing or
17 producing any information or item on any ground not addressed in this Stipulated Protective
18 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of
19 the material covered by this Protective Order.

20 12.3 Filing Protected Material. Without written permission from the
21 Designating Party or a court order secured after appropriate notice to all interested persons, a
22 Party may not file in the public record in this action any Protected Material. A Party that seeks to
23 file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected
24 Material may only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue
26 only upon a request establishing that the Protected Material at issue is privileged, protectable as a
27 trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to
28 file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then

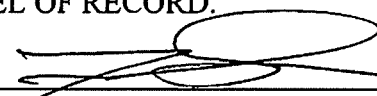
1 the Receiving Party may file the Protected Material in the public record pursuant to Civil Local
2 Rule 79-5(e) unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

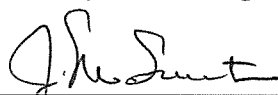
4 Within 60 days after the final disposition of this action, as defined in paragraph 4,
5 each Receiving Party must return all Protected Material to the Producing Party or destroy such
6 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
7 compilations, summaries, and any other format reproducing or capturing any of the Protected
8 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
9 submit a written certification to the Producing Party (and, if not the same person or entity, to the
10 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all
11 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
12 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
14 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
15 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
16 product, and consultant and expert work product, even if such materials contain Protected
17 Material. Any such archival copies that contain or constitute Protected Material remain subject to
18 this Protective Order as set forth in Section 4 (DURATION).

19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

20 DATED: 9/7/11



Attorneys for Ecological Rights Foundation

21
22 DATED: September 7, 2011


Attorneys for Pacific Gas and Electric Company

23
24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

25
26 DATED: September 9, 2011


United States District/Magistrate Judge

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

EXHIBIT A
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 _____
[insert formal name of the case and the number and initials assigned to it by the court]. 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]

CH2\10276024.1