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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

STIPULATION RE: PROTECTIVE ORDER RE: CONFIDENTIALITY

1 STEPHAN JENKINS, an individual; THIRD
2 EYE BLIND, INC., a California corporation;
3 3EB TOURING, INC., a California
4 corporation; and STEPHAN JENKINS
5 PRODUCTIONS, INC., a California
6 corporation,

7 Plaintiffs,

8 vs.

9 THOMAS IRVING MANDELBAUM, an
10 individual; SELVERNE, MANDELBAUM &
11 MINTZ, LLP, a New York limited liability
12 partnership; HISCOCK & BARCLAY, LLP, a
13 New York limited liability partnership; and
14 DOES 1 through 500, inclusive,

15 Defendants.

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HISCOCK & BARCLAY, LLP, a New York
limited liability partnership,

Counter-Claimant,

vs.

STEPHAN JENKINS, an individual; THIRD
EYE BLIND, INC., a California corporation;
3EB TOURING, INC., a California
corporation; and STEPHAN JENKINS
PRODUCTIONS, INC., a California
corporation,

Counter-Defendants.

Case No.: CV-11-0211 EMC

**STIPULATION RE: PROTECTIVE
ORDER RE: CONFIDENTIALITY;
[PROPOSED] ORDER**

(E-filing)

Hon. Judge Edward M. Chen, Presiding

Subject to the approval of this Court, Plaintiffs and Counter-Defendants Stephan Jenkins; Third Eye Blind, Inc.; 3EB Touring, Inc.; and Stephan Jenkins Productions, Inc. (collectively, "Plaintiffs" or "Counter-Defendants"); Defendant Thomas I. Mandelbaum ("Mandelbaum"); Defendant Selverne, Mandelbaum & Mintz, LLP (the "Selverne Firm"); and Defendant and Counter-Claimant Hiscock & Barclay, LLP (the "Hiscock Firm") (Mandelbaum, the Selverne Firm and the Hiscock Firm are collectively referred to as "Defendants"), by and through their undersigned counsel, hereby stipulate as follows:

1 **1. PURPOSES AND LIMITATIONS.**

2 Disclosures and discovery activity in this action may involve production of sensitive
3 financial and proprietary information, personal or private information and trade secrets of a
4 Party, which are not public, and which financial, personal private and proprietary information
5 and trade secrets, if disclosed, would put a Party at a competitive disadvantage in the
6 marketplace in which the Party operates its business or which would otherwise cause
7 irreparable harm to a Party and for which special protection from public disclosure and from
8 use for any purpose other than prosecuting this litigation may be warranted (“Confidential
9 Information”). Accordingly, the Parties hereby stipulate to and petition this Court to enter the
10 following “Stipulated Protective Order.” The Parties acknowledge that this Order does not
11 confer blanket protections on all disclosures or responses to discovery and that the protection
12 that this Order affords from public disclosure and use extends only to the limited information
13 or items that are entitled to confidential treatment under the applicable standard set forth herein
14 and applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3
15 below, that this Stipulated Protective Order does not entitle them to file confidential
16 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
17 and the standards that will be applied when a party seeks permission from the court to file
18 material under seal.

19 **2. DEFINITIONS.**

20 2.1 “Challenging Party”: a Party or Non-Party that challenges the designation of
21 information or items under this Order.

22 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
23 generated, stored or maintained) or tangible things as defined in Paragraph 1.

24 2.3 “Counsel” (without qualifier): Outside Counsel of Record and House Counsel
25 (as well as their support staff).

26 2.4 “Designating Party”: a Party or Non-Party that designates information or items
27 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”
28

1 2.5 “Disclosure or Discovery Material”: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other
3 things, testimony, transcripts, and tangible things), that are produced or generated in
4 disclosures or responses to discovery in this matter, including all such items or information
5 produced or generated by a Non-Party pursuant to a subpoena or other legal process, or that
6 were produced pursuant to a similar protective order in another action.

7 2.6 “Expert”: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
9 witness or as a consultant in this action.

10 2.7 “House Counsel”: attorneys who are employees of a party to this action. House
11 Counsel does not include Outside Counsel of Record or any other outside counsel.

12 2.8 “Non-Party”: any natural person, partnership, corporation, association, or other
13 legal entity not named as a Party to this action.

14 2.9 “Insurer”: any insurance company that has issued a policy of insurance that
15 may provide coverage or a defense in this matter.

16 2.10 “Outside Counsel of Record”: attorneys who are not employees of a party to
17 this action but are retained to represent or advise a party to this action and have appeared in
18 this action on behalf of that party or are affiliated with a law firm which has appeared on behalf
19 of that party.

20 2.11 “Outside Counsel For An Insurer”: Attorneys who are not employees of a Party
21 to this action but are retained to represent or advise an insurer to a Party to this action.

22 2.12 “Party”: any party to this action, including his or its employee and as to any
23 Party that is not a natural person -- all of its officers, directors, partners, members, shareholders
24 and employees.

25 2.13 “Parties”: all of the parties to this action, including his or its employees, and as
26 to any Party that is not a natural person -- all of its officers, directors, partners, members,
27 shareholders and employees.

1 2.14 “Producing Party”: a Party or Non-Party that produces Disclosure or Discovery
2 Material in this action.

3 2.15 “Professional Vendors”: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
5 and organizing, storing, or retrieving data in any form or medium) and their employees and
6 subcontractors.

7 2.16 “Protected Material”: any Disclosure or Discovery Material that is designated
8 as “CONFIDENTIAL.” “Protected Material” may also include litigation materials, discovery
9 or evidence that was designated “CONFIDENTIAL” in another action pursuant to a similar
10 protective order.

11 2.17 “Receiving Party”: a Party that receives Disclosure or Discovery Material from
12 a Producing Party.

13 **3. SCOPE.**

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

28 **4. DURATION.**

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

8 **5. DESIGNATING PROTECTED MATERIAL.**

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

16 Mass, indiscriminate, or routinized designations are prohibited. Designations that
17 are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
18 unnecessarily encumber or retard the case development process or to impose unnecessary
19 expenses and burdens on other parties) may expose the Designating Party to sanctions. A Party
20 shall not designate items or information “CONFIDENTIAL” merely because he or it previously
21 designated such items or information “CONFIDENTIAL” in other litigation. There must be an
22 independent basis for designating items or information “CONFIDENTIAL”, provided however
23 that any depositions, documents and other discovery marked “CONFIDENTIAL” in Jenkins v.
24 Godtland, Action No.: CGC-08-476453, San Francisco Superior Court, shall remain
25 “CONFIDENTIAL” in this litigation if produced pursuant to this Stipulation and Order.

26 If it comes to a Designating Party’s attention that information or items that it designated
27 for protection do not qualify for protection, that Designating Party must promptly notify all
28 other Parties that it is withdrawing the mistaken designation.

1 5.2 *Manner and Timing of Designations.* Disclosure or Discovery Material that
2 qualifies for protection under this Order must be clearly so designated as provided in this Order
3 or as otherwise stipulated or ordered.

4 Designation in conformity with this Order requires:

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

11 In the case of Documents produced by a third party pursuant to a subpoena or other
12 court process, such Documents shall be deemed “CONFIDENTIAL” at the time of production
13 and for a period of fifteen (15) days following production to all Parties, during which period
14 any Party may designate any of the Documents produced as “CONFIDENTIAL” using the
15 same criteria set forth herein and the same procedure for objection; provided, however, that if
16 third party Documents have already been marked “CONFIDENTIAL” pursuant to a similar
17 protective order entered in another action, such Documents shall remain confidential in this
18 case, absent an agreement or court order.

19 A Party or Non-Party that makes original Documents or materials available for
20 inspection need not designate them for protection until after the inspecting Party has indicated
21 which material it would like copied and produced. During the inspection and before the
22 designation, all of the material made available for inspection shall be deemed
23 “CONFIDENTIAL.” After the inspecting Party has identified the Documents it wants copied
24 and produced, the Producing Party must determine which documents, or portions thereof,
25 qualify for protection under this Order. Then, before producing the specified Documents, the
26 Producing Party must affix the “CONFIDENTIAL” legend to each page that contains
27 Protected Material. If only a portion or portions of the material on a page qualifies for
28

1 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
2 making appropriate markings in the margins).

3 (b) Testimony. For testimony given in deposition or in other pretrial or trial
4 proceedings (“Testimony”), that the Designating Party either (a) verbally advise the court
5 reporter on the record or (b) notify the court reporter in writing within fifteen (15) business
6 days following the receipt of the transcript of the deposition of those pages and line numbers to
7 be designated, in which case the portions of the transcript of the designated Testimony shall be
8 bound in a separate volume and marked “CONFIDENTIAL” by the reporter.

9 (c) Other tangible items. For information produced in some form other than
10 documentary and for any other tangible items, that the Producing Party affix in a prominent
11 place on the exterior of the container or containers in which the information or item is stored
12 the legend “CONFIDENTIAL.” If only a portion or portions of the information or item
13 warrant protection, the Producing Party, to the extent practicable, shall identify the protected
14 portion(s).

15 5.3 *Inadvertent Failures to Designate*. If timely corrected, an inadvertent failure to
16 designate qualified information or items does not, standing alone, waive the Designating
17 Party’s right to secure protection under this Order for such material. Upon timely correction of
18 a designation, the Receiving Party must make reasonable efforts to assure that the material is
19 treated in accordance with the provisions of this Order.

20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

21 6.1 *Timing of Challenges*. Any Party or Non-Party may challenge a designation of
22 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
23 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
24 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
25 challenge a confidentiality designation by electing not to mount a challenge promptly after the
26 original designation is disclosed.

27 6.2 *Meet and Confer*. The Challenging Party shall initiate the dispute resolution
28 process by providing written notice of each designation it is challenging and describing the

1 sanctions. If the Challenging Party has waived the right to challenge the confidentiality
2 designation by failing to file a motion as described above, all parties shall continue to afford
3 the material in question the level of protection to which it is entitled under the Producing
4 Party's designation.

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

6 7.1 *Basic Principles.* A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this case only for
8 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
9 disclosed only to the Parties and to the other categories of persons and under the conditions
10 described in this Order. When the litigation has been terminated, a Receiving Party must
11 comply with the provisions of section 13 below (FINAL DISPOSITION). Protected Material
12 must be stored and maintained by a Receiving Party at a location and in a secure manner that
13 ensures that access is limited to the persons authorized under this Order.

14 7.2 *Disclosure of "CONFIDENTIAL" Information or Items.* Unless otherwise
15 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
16 disclose any information or item designated "CONFIDENTIAL" only to the Parties and to:

17 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
18 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose
19 the information for this litigation;

20 (b) the Receiving Party's insurer and any employees of the insurer or any Outside
21 Counsel For An Insurer.

22 (c) the officers, directors, and employees (including House Counsel) of the
23 Receiving Party to whom disclosure is reasonably necessary for this litigation;

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

27 (e) the court and its personnel;

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1 (f) court reporters and their staff, professional jury or trial consultants, mock jurors,
2 and Professional Vendors to whom disclosure is reasonably necessary for this litigation;

3 (g) during their depositions, witnesses in the action to whom disclosure is
4 reasonably necessary, unless otherwise agreed by the Designating Party or ordered by the
5 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
6 Protected Material must be separately bound by the court reporter and may not be disclosed to
7 anyone except as permitted under this Stipulated Protective Order; or

8 (h) the author or recipient of a document containing the information or a custodian
9 or other person who otherwise possessed or knew the information.

10 (i) coverage counsel retained by any Party to review coverage issues pertaining to
11 this action.

12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
13 **OTHER LITIGATION.**

14 If a Party is served with a subpoena or a court order issued in other litigation that the
15 Party believes compels disclosure of any information or items designated in this action as
16 “CONFIDENTIAL,” that Party must:

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

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

23 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
24 Designating Party whose Protected Material may be affected. If the Designating Party timely
25 seeks a protective order and an order is obtained staying production, the Party served with the
26 subpoena or court order shall not produce any information designated in this action as
27 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
28 issued that such information must be produced, unless the Party has obtained the Designating

1 Party's permission to produce such information. The Designating Party shall bear the burden
2 and expense of seeking protection in that court of its confidential material, and nothing in these
3 provisions should be construed as authorizing or encouraging a Receiving Party in this action
4 to disobey a lawful discovery request, order or other directive from another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
6 **THIS LITIGATION.**

7 (a) The terms of this Order are applicable to information produced by a Non-Party
8 in this action and designated as "CONFIDENTIAL." Such information produced by Non-
9 Parties in connection with this litigation is protected by the remedies and relief provided by this
10 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from
11 seeking additional protections.

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

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

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

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

24 (c) If the Non-Party fails to object or seek a protective order from this court within
25 fourteen (14) days of receiving the notice and accompanying information, the Receiving Party
26 may produce the Non-Party's confidential information responsive to the discovery request. If
27 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
28 information in its possession or control that is subject to the confidentiality agreement with the

1 Non-Party before a determination by the court that such information must be produced.¹
2 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
3 seeking protection in this court of its Protected Material. This Section 9 shall not apply to
4 material which becomes Protected Material because it was designated as “CONFIDENTIAL”
5 under a similar protective order in another action.

6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

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

14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
15 **PROTECTED MATERIAL.**

16 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
17 material is subject to a claim of privilege or other protection, the obligations of the Receiving
18 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not
19 intended to modify whatever procedure may be established in an e-discovery order that
20 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
21 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
22 communication or information covered by the attorney-client privilege or work product
23 protection, the parties may incorporate their agreement in the stipulated protective order
24 submitted to the court.

25 **12. MISCELLANEOUS.**

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28 ¹ 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 12.1 *Right to Further Relief.* Nothing in this Order abridges the right of any person
2 to seek its modification by the court in the future.

3 12.2 *Right to Assert Other Objections.* By stipulating to the entry of this Protective
4 Order, no Party waives any right it otherwise would have to object to disclosing or producing
5 any information or item on any ground not addressed in this Stipulated Protective Order.
6 Similarly, no Party waives any right to object on any ground to use in evidence of any of the
7 material covered by this Protective Order.

8 12.3 *Filing Protected Material.* Without written permission from the Designating
9 Party or a court order secured after appropriate notice to all interested persons, a Party may not
10 file in the public record in this action any Protected Material. A Party that seeks to file under
11 seal any Protected Material must comply with Civil Local Rule 79-5. If a Receiving Party's
12 request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is denied by the
13 court, then the Receiving Party may not file the information in the public record without a
14 stipulation of the Parties. If such a stipulation is not forthcoming then the burden shall fall on
15 the Party desirous of filing the material to obtain relief from this stipulation and order.

16 **13. FINAL DISPOSITION.**

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

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 IDELL & SEITEL LLP

9
10 Dated: May 11, 2011

11 By: /s/

12 Richard J. Idell
13 Ory Sandel
14 *Attorneys for Plaintiffs and Counter-Defendants*
15 *Stephan Jenkins, Third Eye Blind, Inc., 3EB*
16 *Touring, Inc. and Stephan Jenkins Productions, Inc.*

17 MOUND, COTTON, WOLLAN & GREENGRASS

18
19 Dated: May 11, 2011

20 By: /s/

21 Kenneth M. Labbate
22 Sanjit Shah
23 David A. Nelson

24 Joseph M. Rimac
25 William Reilly
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27 1051 Divisadero Street
28 San Francisco, CA 94115

Attorneys for Defendants
Thomas I. Mandelbaum and
Selverne, Mandelbaum, & Mintz, LLP

MURPHY, PEARSON, BRADLEY & FEENEY

Dated: May 11, 2011

By: /s/

James A. Murphy
Harlan B. Watkins
Attorneys for Defendant and Cross-Claimant
Hiscock & Barclay, LLC

1 **ATTESTATION OF CONCURRENCE**

2 I, Richard J. Idell, as the ECF user and filer of this document, attest that, pursuant to
3 General Order No. 45(X)(B), concurrence in the filing of this document has been obtained from
4 Sanjit Shah and Harlan B. Watkins, the above signatories.

5 IDELL & SEITEL LLP

6 Dated: May 11, 2011

7 By: /s/

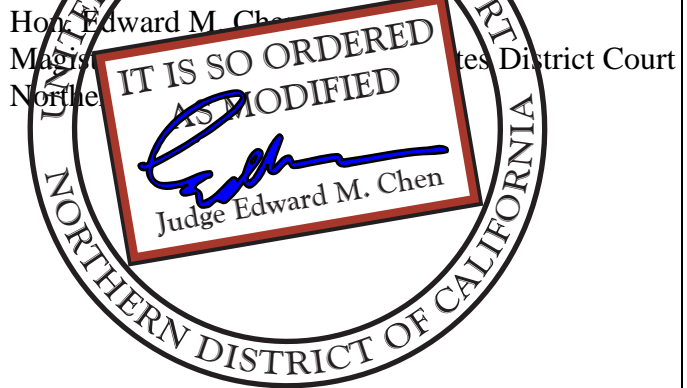
8 Richard Idell
9 Ory Sandel
10 *Attorneys for Plaintiffs and Counter-Defendants*
11 *Stephan Jenkins, Third Eye Blind, Inc., 3EB*
12 *Touring, Inc. and Stephan Jenkins Productions, Inc.*

13 **[PROPOSED] ORDER**

14 PURSUANT TO THE ABOVE STIPULATION, IT IS SO ORDERED.

15 (modified page 9)

16 Dated: 5/16/11



1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____
4 _____ [print or type full address], declare under penalty of
5 perjury that I have read in its entirety and understand the Stipulation re: Protective Order re:
6 Confidentiality that was issued by the United States District Court for the Northern District
7 of California on _____ [date] in the case of *Jenkins, et al. v.*
8 *Mandelbaum, et al.*, Case No. CV-11-0211 EMC. I agree to comply with and to be bound by
9 all the terms of this Stipulation re: Protective Order re: Confidentiality. I promise that I will
10 not disclose in any manner any information or item that is subject to this Stipulation re:
11 Protective Order re: Confidentiality to any person or entity except in strict compliance with
12 the provisions of this Order.

13 Dated: _____

14 City and State where sworn and signed: _____

15 Printed name: _____

16 Signature: _____
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PROOF OF SERVICE

I am employed in the City and County of San Francisco, State of California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Idell & Seitel LLP, 465 California Street, Suite 300, San Francisco, California 94104.

On May 11, 2011, I served the following document(s):

**STIPULATION RE: PROTECTIVE ORDER RE: CONFIDENTIALITY;
[PROPOSED] ORDER.**

by **ELECTRONIC MAIL**. As this case is subject to the United States District Court for the Northern District of California ECF program, pursuant to General Rule 45, upon the filing of the above-entitled document(s) an automatically generated e-mail message was generated by the Court's electronic filing system and sent to the address(es) shown below and constitutes service on the receiving party.

JOSEPH RIMAC
WILLIAM REILLY
RIMAC MARTIN, P.C.
1051 Divisadero Street
San Francisco, California 94115
Telephone (415) 561-8440
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I certify and declare under penalty of perjury that the foregoing is true and correct, that I am employed in the office of an attorney qualified to practice in this court, and that I executed this declaration at San Francisco, California.



Amy Reyes