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11 Attorneys for Defendants  
 12 COUNTY OF HUMBOLDT, COUNTY OF  
 13 HUMBOLDT DEPARTMENT OF HEALTH AND  
 14 HUMAN SERVICES, JAMES BRAGG, CHRISTY  
 15 REIHM, KATHERINE YOUNG, KERI SCHROCK  
 16 and ROXANNE HALCZAK

17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA

19 MINNY FRANK,

CASE NO.: C-13-0089 MMC

20 Plaintiff,

STIPULATED PROTECTIVE ORDER  
 FOR STANDARD LITIGATION

21 vs.

22 COUNTY OF HUMBOLDT, COUNTY  
 23 OF HUMBOLDT DEPARTMENT OF  
 24 HEALTH AND HUMAN SERVICES,  
 25 JAMES BRAGG, CHRISTY REIHM,  
 26 KATHERINE YOUNG, KERI  
 SCHROCK, JERY SCARDINI, ASHA  
 GEORGE, DAVID WILLIAMS,  
 JENNIFER WILLIAMS, BHC SIERRA  
 VISTA HOSPITAL, PAUL HYPPOLITE,  
 CHRIS STARETS-FOOTE, DONNA  
 WHEELER, ANGELA MONSON,  
 SHELLEY NILSEN, individually and in  
 their official capacities; DOES 1-50,  
 inclusive,

Defendants.

1     1.     PURPOSES AND LIMITATIONS

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

11             The parties further acknowledge, as set forth in Section 12.3, below, that this  
12 Stipulated Protective Order does not entitle them to file confidential information under  
13 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
14 standards that will be applied when a party seeks permission from the court to file  
15 material under seal.

16     2.     DEFINITIONS

17             2.1     Challenging Party: a Party or Non-Party that challenges the designation of  
18 information or items under this Order.

19             2.2     “CONFIDENTIAL” Information or Items: information (regardless of how  
20 it is generated, stored or maintained) or tangible things that qualify for protection under  
21 Federal Rule of Civil Procedure 26(c).

22             2.3     Counsel (without qualifier): Outside Counsel of Record and House  
23 Counsel (as well as their support staff).

24             2.4     Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

26             2.5     Disclosure or Discovery Material: all items or information, regardless of

1 the medium or manner in which it is generated, stored, or maintained (including, among  
2 other things, testimony, transcripts, and tangible things), that are produced or generated in  
3 disclosures or responses to discovery in this matter.

4 2.6 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
6 expert witness or as a consultant in this action.

7 2.7 House Counsel: attorneys who are employees of a party to this action.  
8 House Counsel does not include Outside Counsel of Record or any other outside counsel.

9 2.8 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11 2.9 Outside Counsel of Record: attorneys who are not employees of a party to  
12 this action but are retained to represent or advise a party to this action and have appeared  
13 in this action on behalf of that party or are affiliated with a law firm which has appeared  
14 on behalf of that party.

15 2.10 Party: any party to this action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this action.

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

24 2.13 Protected Material: any Disclosure or Discovery Material that is designated  
25 as “CONFIDENTIAL.”

26 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material

1 from a Producing Party.

2  
3 3. SCOPE

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

18 4. DURATION

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

26

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
3 Party or Non-Party that designates information or items for protection under this Order  
4 must take care to limit any such designation to specific material that qualifies under the  
5 appropriate standards. The Designating Party must designate for protection only those  
6 parts of material, documents, items, or oral or written communications that qualify – so  
7 that other portions of the material, documents, items, or communications for which  
8 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

17 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
18 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
19 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
20 must be clearly so designated before the material is disclosed or produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents,  
23 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
24 Producing Party affix the legend “CONFIDENTIAL” to each page that contains  
25 protected material. If only a portion or portions of the material on a page qualifies for  
26 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,

1 by making appropriate markings in the margins).

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

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

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

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

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

23 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
24 court intervention, the Designating Party shall file and serve a motion to retain  
25 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5,  
26 if applicable) within 21 days of the initial notice of challenge or within 14 days of the

1 parties agreeing that the meet and confer process will not resolve their dispute, whichever  
2 is earlier. Each such motion must be accompanied by a competent declaration affirming  
3 that the movant has complied with the meet and confer requirements imposed in the  
4 preceding paragraph. Failure by the Designating Party to make such a motion including  
5 the required declaration within 21 days (or 14 days, if applicable) shall automatically  
6 waive the confidentiality designation for each challenged designation. In addition, the  
7 Challenging Party may file a motion challenging a confidentiality designation at any time  
8 if there is good cause for doing so, including a challenge to the designation of a  
9 deposition transcript or any portions thereof. Any motion brought pursuant to this  
10 provision must be accompanied by a competent declaration affirming that the movant has  
11 complied with the meet and confer requirements imposed by the preceding paragraph.

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

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
22 disclosed or produced by another Party or by a Non-Party in connection with this case  
23 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
24 Material may be disclosed only to the categories of persons and under the conditions  
25 described in this Order. When the litigation has been terminated, a Receiving Party must  
26 comply with the provisions of section 13 below (FINAL DISPOSITION).



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

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
5 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
6 may disclose any information or item designated “CONFIDENTIAL” only to:

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

11 (b) the officers, directors, and employees (including House Counsel) of the  
12 Receiving Party to whom disclosure is reasonably necessary for this litigation and who  
13 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (c) Experts (as defined in this Order) of the Receiving Party to whom  
15 disclosure is reasonably necessary for this litigation and who have signed the  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

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

22 (f) during their depositions, witnesses in the action to whom disclosure is  
23 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
24 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
25 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
26 Protected Material must be separately bound by the court reporter and may not be

1 disclosed to anyone except as permitted under this Stipulated Protective Order.

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

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
5 OTHER LITIGATION

6  
7 If a Party is served with a subpoena or a court order issued in other litigation that  
8 compels disclosure of any information or items designated in this action as  
9 “CONFIDENTIAL,” that Party must:

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

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

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

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

26

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

3  
4 (a) The terms of this Order are applicable to information produced by a Non-  
5 Party in this action and designated as “CONFIDENTIAL.” Such information produced by  
6 Non-Parties in connection with this litigation is protected by the remedies and relief  
7 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
8 Non-Party from seeking additional protections.

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

13 (1) promptly notify in writing the Requesting Party and the Non-Party that  
14 some or all of the information requested is subject to a confidentiality agreement with a  
15 Non-Party;

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

19 (3) make the information requested available for inspection by the Non-  
20 Party.

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

1 to the contrary, the Non-Party shall bear the burden and expense of seeking protection in  
2 this court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
13 PROTECTED MATERIAL

14  
15 When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other protection, the  
17 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
18 26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
19 established in an e-discovery order that provides for production without prior privilege  
20 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach  
21 an agreement on the effect of disclosure of a communication or information covered by  
22 the attorney-client privilege or work product protection, the parties may incorporate their  
23 agreement in the stipulated protective order submitted to the court.

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order no Party waives any right it otherwise would have to object to disclosing  
3 or producing any information or item on any ground not addressed in this Stipulated  
4 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
5 evidence of any of the material covered by this Protective Order.

6           12.3 Filing Protected Material. Without written permission from the Designating  
7 Party or a court order secured after appropriate notice to all interested persons, a Party  
8 may not file in the public record in this action any Protected Material. A Party that seeks  
9 to file under seal any Protected Material must comply with Civil Local Rule 79-5.  
10 Protected Material may only be filed under seal pursuant to a court order authorizing the  
11 sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a  
12 sealing order will issue only upon a request establishing that the Protected Material at  
13 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under  
14 the law. If a Receiving Party's request to file Protected Material under seal pursuant to  
15 Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the  
16 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise  
17 instructed by the court.

18   13.   FINAL DISPOSITION

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

1 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
2 compilations, summaries or any other format reproducing or capturing any of the  
3 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
4 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
5 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
6 work product, and consultant and expert work product, even if such materials contain  
7 Protected Material. Any such archival copies that contain or constitute Protected Material  
8 remain subject to this Protective Order as set forth in Section 4 (DURATION).

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10  
11 DATED: April 20, 2014

/s/ Minny Frank

Minny Frank, Plaintiff In Pro Per

12  
13 DATED: April 22, 2014

MITCHELL, BRISSO, DELANEY & VRIEZE

14 By: /s/ Nicholas R. Kloeppe

Nicholas R. Kloeppe

Attorneys for County Defendants

15  
16 DATED: April 18, 2014

WILSON, ELSER, MOSKOWITZ,  
EDELMAN & DICKER, LLP

17 By: /s/ Lenore Kelly

Lenore Kelly

Attorneys for Defendants

BHC Sierra Vista Hospital and

Paul Hyppolite

18  
19 DATED: April 15, 2014

Mc NAMARA, NEY, BEATTY, SLATTERY,  
BORGES & AMBACHER, LLP

20 By: /s/ Ann H. Larson

Ann H. Larson

Attorneys for Defendant

Abdul Qadir, M.D.

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DATED: April 21, 2014

/s/ David Williams  
David Williams, Defendant In Pro Per

DATED: April 21, 2014

/s/ Jennifer Williams  
Jennifer Williams, Defendant In Pro Per

\* \* \* \* \*

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: April 30, 2014

*Mafine M. Cheney*  
United States District/Magistrate Judge

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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  
\_\_\_\_\_ [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: \_\_\_\_\_

Signature: \_\_\_\_\_