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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TRAVELERS CASUALTY INSURANCE
COMPANY OF AMERICA, a Connecticut
corporation, and TRAVELERS
INDEMNITY COMPANY OF
CONNECTICUT, a Connecticut
corporation,

Plaintiffs,

v.

AMERICAN HOME REALTY
NETWORK, INC., a Delaware
corporation, JONATHAN J. CARDELLA,
an individual,

Defendants.

CASE NO. 3:13-cv-00360 SC

(Related to Case No. 3:13-cv-00984 SC)

PROTECTIVE ORDER

AND RELATED COUNTERCLAIM

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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 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 12.3, below, that this Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 and General Order 62 set forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to

1 file material under seal.

2 2. DEFINITIONS

3 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
6 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
7 of Civil Procedure 26(c).

8 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
9 well as their support staff).

10 2.4 Designated House Counsel: House Counsel who seeks access to “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

12 2.5 Designating Party: a Party or Non-Party that designates information or items that
13 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

15 2.6 Disclosure or Discovery Material: all items or information, regardless of the
16 medium or manner in which it is generated, stored, or maintained (including, among other things,
17 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
18 responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
20 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or
21 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s
22 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party
23 or of a Party’s competitor.

24 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
25 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another
26 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
27 less restrictive means.

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1 2.9 House Counsel: attorneys who are employees of a party to this action. House
2 Counsel does not include Outside Counsel of Record or any other outside counsel.

3 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal
4 entity not named as a Party to this action.

5 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this
6 action but are retained to represent or advise a party to this action and have appeared in this
7 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
8 that party.

9 2.12 Party: any party to this action, including all of its officers, directors, employees,
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
12 Material in this action.

13 2.14 Professional Vendors: persons or entities that provide litigation support services
14 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
15 organizing, storing, or retrieving data in any form or medium) and their employees and
16 subcontractors.

17 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
18 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

19 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a
20 Producing Party.

21 3. SCOPE

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

7 4. DURATION

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

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
17 or Non-Party that designates information or items for protection under this Order must take care
18 to limit any such designation to specific material that qualifies under the appropriate standards.
19 To the extent it is practical to do so, the Designating Party must designate for protection only
20 those parts of material, documents, items, or oral or written communications that qualify – so
21 that other portions of the material, documents, items, or communications for which protection is
22 not warranted are not swept unjustifiably within the ambit of this Order.

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

27 If it comes to a Designating Party's attention that information or items that it designated
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1 for protection do not qualify for protection at all or do not qualify for the level of protection
2 initially asserted, that Designating Party must promptly notify all other parties that it is
3 withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
5 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise ordered, Disclosure or
6 Discovery Material that qualifies for protection under this Order must be clearly so designated
7 before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

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

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

2 (b) for testimony given in deposition or in other pretrial or trial proceedings,
3 that the Designating Party identify on the record, before the close of the deposition, hearing, or
4 other proceeding, all protected testimony and specify the level of protection being asserted.
5 When it is impractical to identify separately each portion of testimony that is entitled to
6 protection and it appears that substantial portions of the testimony may qualify for protection, the
7 Designating Party may invoke on the record (before the deposition, hearing, or other proceeding
8 is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to
9 which protection is sought and to specify the level of protection being asserted. Only those
10 portions of the testimony that are appropriately designated for protection within the 21 days shall
11 be covered by the provisions of this Protective Order. Alternatively, a Designating Party may
12 specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the
13 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY.”

15 Parties shall give the other parties notice if they reasonably expect a deposition, hearing
16 or other proceeding to include Protected Material so that the other parties can ensure that only
17 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
19 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

21 Transcripts containing Protected Material shall have an obvious legend on the title page
22 that the transcript contains Protected Material, and the title page shall be followed by a list of all
23 pages (including line numbers as appropriate) that have been designated as Protected Material
24 and the level of protection being asserted by the Designating Party. The Designating Party shall
25 inform the court reporter of these requirements. Any transcript that is prepared before the
26 expiration of a 21-day period for designation shall be treated during that period as if it had been
27 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
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1 otherwise agreed. After the expiration of that period, the transcript shall be treated only as
2 actually designated.

3 (c) for information produced in some form other than documentary and for
4 any other tangible items, that the Producing Party affix in a prominent place on the exterior of
5 the container or containers in which the information or item is stored the legend
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only
7 a portion or portions of the information or item warrant protection, the Producing Party, to the
8 extent practicable, shall identify the protected portion(s) and specify the level of protection being
9 asserted.

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

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
17 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
18 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
19 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
20 challenge a confidentiality designation by electing not to mount a challenge promptly after the
21 original designation is disclosed.

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

9 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
10 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
11 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5 and General Order 62, if
12 applicable) within 21 days of the initial notice of challenge or within 14 days of the parties
13 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.
14 Each such motion must be accompanied by a competent declaration affirming that the movant
15 has complied with the meet and confer requirements imposed in the preceding paragraph.
16 Failure by the Designating Party to make such a motion including the required declaration within
17 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for
18 each challenged designation. In addition, the Challenging Party may file a motion challenging a
19 confidentiality designation at any time if there is good cause for doing so, including a challenge
20 to the designation of a deposition transcript or any portions thereof. Any motion brought
21 pursuant to this provision must be accompanied by a competent declaration affirming that the
22 movant has complied with the meet and confer requirements imposed by the preceding
23 paragraph.

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

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
6 or produced by another Party or by a Non-Party in connection with this case only for
7 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
8 disclosed only to the categories of persons and under the conditions described in this Order.
9 When the litigation has been terminated, a Receiving Party must comply with the provisions of
10 section 13 below (FINAL DISPOSITION).

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

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
14 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
15 disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

26 (d) the court and its personnel;

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

4 (f) during their depositions, witnesses in the action to whom disclosure is
5 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
6 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
7 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
8 separately bound by the court reporter and may not be disclosed to anyone except as permitted
9 under this Protective Order;

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

12 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
14 Designating Party, a Receiving Party may disclose any information or item designated
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

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

20 (b) Designated House Counsel of the Receiving Party (1) who has no
21 involvement in competitive decision-making, (2) to whom disclosure is reasonably necessary for
22 this litigation, and (3) who has signed the “Acknowledgment and Agreement to Be Bound”
23 (Exhibit A);

24 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably
25 necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be
26 Bound” (Exhibit A), and (3) as long as the Expert is not a current officer, director, or employee
27 of a competitor of American Home Realty Network, Inc. or anticipated to become one;

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1 (d) the court and its personnel;

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

5 (f) the author or recipient of a document containing the information or a
6 custodian or other person who otherwise possessed or knew the information.

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

9 If a Party is served with a subpoena or a court order issued in other litigation that compels
10 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

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

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

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

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

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

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

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

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

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

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

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

1 10. 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 Protective Order, the
4 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
5 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material,
6 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
7 this Order, and (d) request such person or persons to execute the “Acknowledgment and
8 Agreement to Be Bound” that is attached hereto as Exhibit A.

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
10 MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain inadvertently
12 produced material is subject to a claim of privilege or other protection, the obligations of the
13 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
14 provision is not intended to modify whatever procedure may be established in an e-discovery
15 order that provides for production without prior privilege review.

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
18 seek its modification by the court in the future.

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

24 12.3 Filing Protected Material. Without written permission from the Designating Party
25 or a court order secured after appropriate notice to all interested persons, a Party may not file in
26 the public record in this action any Protected Material. A Party that seeks to file under seal any
27 Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected
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1 Material may only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a
3 sealing order will issue only upon a request establishing that the Protected Material at issue is
4 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a
5 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-
6 5(d) and General Order 62 is denied by the court, then the Receiving Party may file the Protected
7 Material in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by
8 the court.

9 13. FINAL DISPOSITION

10 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
11 Receiving Party must make its best efforts to return all Protected Material to the Producing Party
12 or destroy such material. Notwithstanding this provision, Counsel are entitled to retain an
13 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
14 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product,
15 and consultant and expert work product, even if such materials contain Protected Material. Any
16 such archival copies that contain or constitute Protected Material remain subject to this
17 Protective Order as set forth in Section 4 (DURATION).

18 14. UNDERLYING LITIGATION

19 To the extent documents subject to protective order in (1) *Metropolitan Regional*
20 *Information Systems, Inc. v. American Home Realty Network, Inc. et al.*, United States District
21 Court for the District of Maryland, Case No. 12-cv-00954, (2) *Regional Multiple Listing Service*
22 *of Minnesota, Inc., d/b/a NorthstarMLS v. American Home Realty Network, Inc.*, United States
23 District Court for the District of Minnesota, Case No. 12-cv-00965, or (3) *Preferred Carolinas*
24 *Realty, Inc. v. American Home Realty Network, Inc., d/b/a Neighborcity.com*, United States
25 District Court for the Middle District of North Carolina, Case No. 13-cv-00181 (together, the
26 “Underlying Actions”), are produced in this action, the designation of “CONFIDENTIAL” or
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” from the Underlying Actions
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1 shall be maintained and the documents shall be afforded the protection of such documents
2 described herein. The designation of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
3 ATTORNEYS' EYES ONLY" from the Underlying Actions may be modified only upon
4 stipulation of all parties to this action and the Underlying Actions, or order of the Court after
5 reasonably notice to counsel for the parties to this action and the Underlying Actions.
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7 IT IS SO ORDERED.

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9 DATED: July 23, 2013



The Honorable Samuel Conti
United States District 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 Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of *Travelers Casualty Insurance Company of America, et al. v. American Home Realty Network, Inc., et al.*, Case No. 3:13-0360 SC (Related to Case No. 3:13-0984 SC). I agree to comply with and to be bound by all the terms of this 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 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 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 Protective Order.

Date: _____
City and State where sworn and signed: _____

Printed name: _____

Signature: _____