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20 Attorneys for Defendants

21
 22 **IN THE UNITED STATES DISTRICT COURT**
 23 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

24 ALETA LILLY and DAVID COX, on behalf
 25 of themselves and all others similarly situated,

26 Plaintiffs,

27 vs.

28 JAMBA JUICE COMPANY and
 INVENTURE FOODS, INC., formerly known
 as The Inventure Group, Inc.,

Defendants.

Case No. 3:13-cv-02998-JST

STIPULATED PROTECTIVE ORDER

Complaint Filed: June 28, 2013
 Trial Date: None Set

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, and/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, and petition the court, to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure

1 and use extends only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles. The parties further acknowledge, as set forth in Section
3 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential
4 information under seal; Civil Local Rule 79-5 and General Order 62 set forth the procedures that
5 must be followed and the standards that will be applied when a party seeks permission from the
6 Court to file material under seal.

7 **2. DEFINITIONS**

8 2.1 Challenging Party: A Party or Non-Party that challenges the designation of
9 information or items under this Order.

10 2.2 “CONFIDENTIAL” Information or Items: “CONFIDENTIAL”
11 Information (regardless of how it is generated, stored or maintained) or Items shall include any
12 non-public material that the Producing Party reasonably, and in good faith, believes contains or
13 reveals information of a personal nature, including but not limited to, Personal Identifying
14 Information or Personal Health Information as defined by the Federal Trade Commission; trade
15 secrets; confidential research, commercially sensitive information, including but not limited to
16 financial information, product formulations and processes and/or other proprietary or sensitive
17 information or know how that derives its value from secrecy. The parties agree that disclosure of
18 such material to the public would cause the Producing Party, or Non-Parties identified therein,
19 undo annoyance or embarrassment and provide Producing Party’s or Non-Parties’ competitors
20 with an unfair competitive advantage.

21 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
22 (as well as their support staff).

23 2.4 Designating Party: A Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

25 2.5 Disclosure or Discovery Material: All items or information, regardless of
26 the medium or manner in which it is generated, stored, or maintained (including, among other
27 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures
28 or responses to discovery in this matter.

1 2.6 Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
3 witness or as a consultant in this action.

4 2.7 House Counsel: Attorneys who are employees of a party to this action.
5 House Counsel does not include Outside Counsel of Record or any other outside counsel.

6 2.8 Non-Party: Any natural person, partnership, corporation, association, or
7 other legal entity not named as a Party to this action.

8 2.9 Outside Counsel of Record: Attorneys who are not employees of a party to
9 this action but are retained to represent or advise a party to this action and have appeared in this
10 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
11 that party.

12 2.10 Party: Any party to this action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their support
14 staffs).

15 2.11 Producing Party: A Party or Non-Party that produces Disclosure or
16 Discovery Material in this action.

17 2.12 Professional Vendors: Persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
19 organizing, storing, or retrieving data in any form or medium) and their employees and
20 subcontractors.

21 2.13 Protected Material: Any Disclosure or Discovery Material that is designated
22 as “CONFIDENTIAL.”

23 2.14 Receiving Party: A Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 **3. SCOPE**

26 The protections conferred by this Stipulation and Order cover not only Protected Material
27 (as defined above), but also (1) any information copied or extracted from Protected Material;
28 (2) all copies, excerpts, summaries, or compilations of Protected Material, including, but not

1 limited to notes prepared or derived from Protected Material; and (3) any testimony,
2 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
3 However, the protections conferred by this Stipulation and Order do not cover the following
4 information: (a) any information that is in the public domain at the time of disclosure to a
5 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
6 a result of publication not involving a violation of this Order, including becoming part of the
7 public record through trial or otherwise; and (b) any information known to the Receiving Party
8 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
9 obtained the information lawfully and under no obligation of confidentiality to the Designating
10 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

11 **4. DURATION**

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

19 **5. DESIGNATING PROTECTED MATERIAL**

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

27 Mass, indiscriminate, or routinized designations are prohibited. Designations that
28 are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to

1 unnecessarily encumber or retard the case development process or to impose unnecessary
2 expenses and burdens on other parties) expose the Designating Party to sanctions.

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

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

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (*e.g.*, paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the
13 Producing Party affix the legend "CONFIDENTIAL" to each page that contains protected
14 material. If only a portion or portions of the material on a page qualifies for protection, the
15 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
16 markings in the margins).

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

27 (b) for testimony given in deposition(s), that the Designating Party shall
28 advise opposing counsel of the specific pages to be maintained in confidence, if any, within

1 thirty (30) days after the receipt of the transcript of the deposition, if such request for a
2 “CONFIDENTIAL” designation is not made at or during the deposition.

3 (c) for testimony given in other pretrial or trial proceedings, that the
4 Designating Party identify on the record before the close of the hearing or other proceeding, all
5 protected testimony.

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

11 5.3 Inadvertent Failures to Designate: If timely corrected, the inadvertent
12 and/or unintentional disclosure by a Producing Party of “CONFIDENTIAL” Information or
13 Items, either by way of document production or by deposition testimony, regardless of whether
14 the information was so designated at the time of disclosure, does not waive in whole or in part
15 the Producing Party’s right to secure protection under this Order for such material. Any such
16 inadvertently or unintentionally disclosed material by a Producing Party not designated as such at
17 the time of its release shall be designated as “CONFIDENTIAL” as soon as reasonably possible
18 after the Producing Party becomes aware of the erroneous release and shall thereafter be treated
19 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
22 of 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 burden, 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 basis

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

13 6.3 Judicial Intervention: If the Parties cannot resolve a challenge without court
14 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
15 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5 and General Order 62, if
16 applicable) within 21 days of the initial notice of challenge or within 14 days of the parties
17 agreeing that the meet-and-confer process will not resolve their dispute, whichever is earlier.
18 Each such motion must be accompanied by a competent declaration affirming that the movant
19 has complied with the meet-and-confer requirements imposed in the preceding paragraph. Failure
20 by the Designating Party to make such a motion including the required declaration within 21
21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each
22 challenged designation. In addition, the Challenging Party may file a motion challenging a
23 confidentiality designation at any time if there is good cause for doing so, including a challenge
24 to the designation of a deposition transcript or any portions thereof. Any motion brought
25 pursuant to this provision must be accompanied by a competent declaration affirming that the
26 movant has complied with the meet-and-confer requirements imposed by the preceding
27 paragraph.
28

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

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

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

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

18 7.2 Disclosure of “CONFIDENTIAL” Information or Items: Unless otherwise
19 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
20 disclose any information or item designated “CONFIDENTIAL” only to:

- 21 (a) the Receiving Party;
- 22 (b) the Receiving Party’s Outside Counsel of Record in this action, as
23 well as employees of said Outside Counsel of Record to whom it is reasonably necessary to
24 disclose the information for this litigation and who have signed the “Acknowledgment and
25 Agreement to Be Bound” that is attached hereto as Exhibit A;
- 26 (c) the officers, directors, and employees (including House Counsel) of
27 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

4 (e) the court and its personnel;

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

8 (g) during their depositions, witnesses in the action to whom disclosure
9 is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
10 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

11 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
12 Material must be separately bound by the court reporter and may not be disclosed to anyone
13 except as permitted under this Stipulated Protective Order. Any individual not authorized by this
14 Stipulated Protective Order to be a recipient of “CONFIDENTIAL” Information or Items may be
15 excluded from a deposition while “CONFIDENTIAL” Information is being elicited.

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

18 7.3 Prerequisites to Disclosure: Before disclosing Protected Material to any
19 person listed in paragraph 7.2 (a)-(g) herein who is known, or who reasonably should be known,
20 to be a Competitor (or an employee, officer or agent of a Competitor) of the party that so
21 designated the Protected Material, the Party wishing to make such disclosure shall give at least
22 seven (7) business days advance notice, in writing, to the Party who designated such Protected
23 Material as “CONFIDENTIAL,” stating that such disclosure will be made, identifying by subject
24 matter category of the Protected Material to be disclosed, and stating the purposes of such
25 disclosure. If, within the seven (7) business day period, an application is made to the Court
26 objecting to the proposed disclosure, disclosure is not permissible until the Court has ruled on
27 such application. As used in this paragraph, the term “Competitor” means any Non-Party who
28 designs, develops, manufacturers, produces, markets, buys and/or sells products, ingredients or

1 raw materials similar to those designed, developed, manufactured, produced, marketed, bought
2 and/or sold by the party who designated the Protected Material.

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

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

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

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

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

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

23 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
24 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

14 (c) If the Non-Party fails to object or seek a protective order from this court
15 within fourteen (14) days of receiving the notice and accompanying information, the Receiving
16 Party may produce the Non-Party's confidential information responsive to the discovery request.
17 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
18 information in its possession or control that is subject to the confidentiality agreement with the
19 Non-Party before a determination by the court.¹ Absent a court order to the contrary, the Non-
20 Party shall bear the burden and expense of seeking protection in this court of its Protected
21 Material.

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

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
24 Material to any person or in any circumstance not authorized under this Stipulated Protective
25 Order, the Receiving Party must immediately: (a) notify in writing the Designating Party of the
26 unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the
27

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 Protected Material; (c) inform the person or persons to whom unauthorized disclosures were
2 made of all the terms of this Order; and (d) request such person or persons to execute the
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

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

15 **12. MISCELLANEOUS**

16 12.1 Right to Further Relief: Nothing in this Order abridges the right of any
17 person to seek its modification by the court in the future.

18 12.2 No Waiver or Admission: Neither the taking of any action in accordance
19 with the provisions of this Stipulated Protective Order, nor the failure to object thereto, shall be
20 construed as a waiver of any claim or defense in this action. By stipulating to the entry of this
21 Stipulated Protective Order, no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this Stipulated
23 Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence
24 of any of the material covered by this Stipulated Protective Order. Nothing contained in this
25 Stipulated Protective Order, and no action taken in compliance with it, shall: (a) operate as an
26 admission by any party or person that any particular document or information is or is not
27 confidential; (b) operate as a waiver of any claim or defense in this action; or (c) prejudice in any
28 way the right of any party or person to seek a court’s determination of whether or not particular

1 documents or information should be disclosed or, if disclosed, whether or not they should be
2 deemed “CONFIDENTIAL” and subject to this Stipulated Protective Order.

3 12.3 Filing Protected Material: Without written permission from the Designating
4 Party or a court order secured after appropriate notice to all interested persons, a Party may not
5 file in the public record in this action any Protected Material. A Party that seeks to file under seal
6 any Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected
7 Material may only be filed under seal pursuant to a court order authorizing the sealing of the
8 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a
9 sealing order will issue only upon a request establishing that the Protected Material at issue is
10 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a
11 Receiving Party’s request to file Protected Material under seal pursuant to Civil Local Rule 79-
12 5(d) and General Order 62 is denied by the court, then the Receiving Party may file the
13 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed
14 by the court.

15 12.4 Binding Effect: This Stipulated Protective Order shall be binding upon the
16 parties, their attorneys, and their successors, executors, personal representatives, administrators,
17 heirs, legal representatives, assigns, employees, agents, independent contractors and other
18 persons or organizations over which they have control.

19 **13. FINAL DISPOSITION**

20 Within sixty (60) days after the final disposition of this action, as defined in paragraph 4,
21 each Receiving Party must return all Protected Material to the Producing Party or destroy such
22 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,
23 compilations, summaries, and any other format reproducing or capturing any of the Protected
24 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
25 submit a written certification to the Producing Party (and, if not the same person or entity, to the
26 Designating Party) by the sixty (60) day deadline that: (1) identifies (by category, where
27 appropriate) all the Protected Material that was returned or destroyed; and (2) affirms that the
28 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other

1 format reproducing or capturing any of the Protected Material. Notwithstanding this provision,
2 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
3 and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
4 reports, attorney work product, and consultant and expert work product, even if such materials
5 contain Protected Material. Any such archival copies that contain or constitute Protected Material
6 remain subject to this Stipulated Stipulated Protective Order as set forth in Section 4
7 (DURATION).

8 This Stipulated Protective Order, insofar as it restricts the communication and use of
9 “CONFIDENTIAL” Information or Items, shall survive and continue to be binding after the
10 conclusion of this action and the Court shall retain jurisdiction over these parties and this matter
11 for the purpose of ensuring compliance with the Order and granting such other and further relief
12 as may be necessary.

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14 Dated: January 31, 2014

OSBORN MALEDON, P.A.

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16 By: /s/ James K. Rogers

David B. Rosenbaum (*pro hac vice*)
Maureen Beyers (*pro hac vice*)
James K. Rogers (*pro hac vice*)
Anna H. Finn (*pro hac vice*)

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18 Robert S. Niemann
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21 Attorneys for Defendants

22
23 Dated: January 31, 2014

FINKELSTEIN THOMPSON LLP

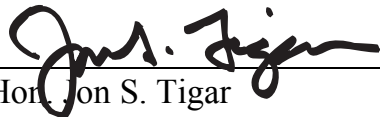
24 By: /s/ Rosemary M. Rivas

25 Rosemary M. Rivas
26 505 Montgomery Street, Suite 300
San Francisco, California 94111

27 Attorneys for Plaintiffs
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PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: February 3, 2014



Hon. Jon S. Tigar
United States District Judge

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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____, of _____,
4 [print or type full name] [print or type full address]

5 declare under penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order that was issued by the United States District Court for the Northern District of
7 California on in the case of Aleta Lilly, et al. v. Jamba Juice Company, et al., Case No. 3:13-cv-
8 02998-JST. I agree to comply with and to be bound by all the terms of this Stipulated Protective
9 Order and I understand and acknowledge that failure to so comply could expose me to sanctions
10 and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
11 manner any information or item that is subject to this Stipulated Protective Order to any person
12 or entity except in strict compliance with the provisions of this Order. I further agree to submit to
13 the jurisdiction of the United States District Court for the Northern District of California for the
14 purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement
15 proceedings occur after termination of this action.

16 Date: _____

_____ [signature]

18 _____
19 [printed name]

20 _____
21 [City and State where sworn and signed]