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18 UNITED STATES DISTRICT COURT  
 19 NORTHERN DISTRICT OF CALIFORNIA

21 JACQULYN DELANEY,  
 22 Plaintiff,  
 23 vs.  
 24 STATE FARM MUTUAL AUTOMOBILE  
 25 INSURANCE COMPANY; and DOES 1  
 through 20,  
 26 Defendants.

CASE NO. 16-cv-01149-RS

**STIPULATION AND ~~PROPOSED~~  
 PROTECTIVE ORDER REGARDING:  
 (1) PRODUCTION OF STATE FARM'S  
 DOCUMENTS; AND (2) RESTRICTING  
 DISSEMINATION OF DISCOVERY**

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**I.**  
**STIPULATION AND PROTECTIVE ORDER REGARDING**  
**PRODUCTION OF STATE FARM'S DOCUMENTS**

Defendant State Farm Mutual Automobile Insurance Company ("State Farm") and plaintiff Jacquelyn Delaney ("Plaintiff") hereby stipulate to the following protective order with respect to and to accommodate State Farm's production of certain documents in response to requests for production of documents propounded in this matter.

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

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

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

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

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

1           2.5    Disclosure or Discovery Material: all items or information, regardless of the  
2 medium or manner in which it is generated, stored, or maintained (including, among other things,  
3 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
4 responses to discovery in this matter.

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

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

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

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

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

17          2.11   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
18 Material in this action.

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

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

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

26    3.    SCOPE

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

1 copies, excerpts, summaries, or compilations of 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 Receiving  
5 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
6 publication not involving a violation of this Order, including becoming part of the public record  
7 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
8 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
9 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
10 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 this  
13 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
14 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
15 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion  
16 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the  
17 time limits for filing any motions or applications for extension of time pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

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

26 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
27 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
28 encumber or retard the case development process or to impose unnecessary expenses and burdens

1 on other parties) expose the Designating Party to sanctions.

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

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

9 Designation in conformity with this Order requires:

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

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

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

28 (c) for information produced in some form other than documentary and for any other

1 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
2 containers in which the information or item is stored the legend "CONFIDENTIAL." If only a  
3 portion or portions of the information or item warrant protection, the Producing Party, to the extent  
4 practicable, shall identify the protected portion(s).

5       5.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
6 designate qualified information or items does not, standing alone, waive the Designating Party's  
7 right to secure protection under this Order for such material. Upon timely correction of a  
8 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
9 in accordance with the provisions of this Order.

## 10 6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

11       6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
12 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
13 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
14 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
15 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
16 original designation is disclosed.

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

1 unwilling to participate in the meet and confer process in a timely manner.

2       6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
3 intervention, the Challenging Party shall file and serve a motion to challenge confidentiality under  
4 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of  
5 the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer  
6 process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied  
7 by a competent declaration affirming that the movant has complied with the meet and confer  
8 requirements imposed in the preceding paragraph. Failure by the Challenging Party to make such a  
9 motion including the required declaration within 21 days (or 14 days, if applicable) shall  
10 automatically waive challenging the confidentiality designation for each challenged designation.  
11 Any motion brought pursuant to this provision must be accompanied by a competent declaration  
12 affirming that the movant has complied with the meet and confer requirements imposed by the  
13 preceding paragraph.

14       The burden of persuasion in any such challenge proceeding shall be on the Challenging  
15 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
16 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.  
17 All parties shall continue to afford the material in question the level of protection to which it is  
18 entitled under the Producing Party's designation until the court rules on the challenge.

19     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

20       7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
21 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
22 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
23 the categories of persons and under the conditions described in this Order. When the litigation has  
24 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
25 DISPOSITION).

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

28       7.2     Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered

1 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
2 information or item designated “CONFIDENTIAL” only to:

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

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

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

13 (d) the court and its personnel;

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

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

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
20 LITIGATION

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

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

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



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

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

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

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

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

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

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

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

26 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days  
27 of receiving the notice and accompanying information, the Receiving Party may produce the Non-  
28 Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a

1 protective order, the Receiving Party shall not produce any information in its possession or control  
2 that is subject to the confidentiality agreement with the Non-Party before a determination by the  
3 court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of  
4 seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
25 seek its modification by the court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
27 no Party waives any right it otherwise would have to object to disclosing or producing any  
28 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no

1 Party waives any right to object on any ground to use in evidence of any of the material covered by  
2 this Protective Order.

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

14 13. FINAL DISPOSITION

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

1 (DURATION).

2 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

3 Dated: December \_\_, 2016

LAW OFFICE OF EDWARD A. JUDGE

4

5

By: \_\_\_\_\_

6

EDWARD A. JUDGE

Attorney for Plaintiff

7

JACQULYN DELANEY

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9 Dated: December \_\_, 2016

HUSKINSON, BROWN & HEIDENREICH

10

11

By: \_\_\_\_\_

12

DAVID W.T. BROWN

PAUL E. HEIDENREICH

Attorneys for Plaintiff

13

JACQULYN DELANEY

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Dated: March 2, 2017

HAYES SCOTT BONINO ELLINGSON & McLAY, LLP

15

16

/s/Stephen P. Ellingson

By: \_\_\_\_\_

17

STEPHEN M. HAYES

STEPHEN P. ELLINGSON

JONATHAN K. MYERS

Attorneys for Defendant

18

STATE FARM MUTUAL AUTOMOBILE

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INSURANCE COMPANY

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**[PROPOSED] ORDER**

21

The above STIPULATION hereby becomes the PROTECTIVE ORDER of the court.

22

23

Dated: \_\_\_\_\_, 2017

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By: \_\_\_\_\_

25

HONORABLE RICHARD SEEBORG

UNITED STATES DISTRICT COURT --

26

NORTHERN DISTRICT

27


28

1 (DURATION).

2 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.


3 Dated: <sup>3-1-17</sup> ~~December~~, 2016

LAW OFFICE OF EDWARD A. JUDGE

4  
5 By:   
6 EDWARD A. JUDGE  
7 Attorney for Plaintiff  
8 JACQULYN DELANEY

8 Dated: <sup>March 1, 2017</sup> ~~December~~, 2016

HUSKINSON, BROWN & HEIDENREICH

9  
10 By:   
11 DAVID W.T. BROWN  
12 PAUL E. HEIDENREICH  
13 Attorneys for Plaintiff  
14 JACQULYN DELANEY

14 Dated: December 19, 2016


HAYES SCOTT BONINO ELLINGSON & McLAY, LLP

15  
16 By: \_\_\_\_\_  
17 STEPHEN M. HAYES  
18 STEPHEN P. ELLINGSON  
19 JONATHAN K. MYERS  
20 Attorneys for Defendant  
21 STATE FARM MUTUAL AUTOMOBILE  
22 INSURANCE COMPANY

**(PROPOSED) ORDER**

21 The above STIPULATION hereby becomes the PROTECTIVE ORDER of the court.

22  
23 Dated: 3/3, <sup>2017</sup> ~~2016~~

24 By:   
25 HONORABLE RICHARD SEEBORG  
26 UNITED STATES DISTRICT COURT -  
27 NORTHERN DISTRICT  
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# EXHIBIT A

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JACQULYN DELANEY,  
Plaintiff,  
vs.  
STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY; and DOES 1  
through 20,  
Defendants.

CASE NO. 16-cv-01149-RS  
**ACKNOWLEDGMENT AND  
AGREEMENT TO BE BOUND FOR  
PROTECTIVE ORDER**

**I.  
ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND  
FOR PROTECTIVE ORDER**

I am an attorney of record in the above-captioned action or a “Person Authorized to Take Custody” as defined by the Stipulation and Protective Order which is the subject of this Acknowledgment and Agreement to Be Bound (“Agreement”). I agree, prior to the inspection and viewing of all information from defendant State Farm Mutual Automobile Insurance Company (“State Farm”) to plaintiff Jacquelyn Delaney (“Plaintiff”) to be brought within the personal jurisdiction of the Court by signing a copy of this Agreement, signifying agreement to its provisions and the provisions of the Stipulation and Protective Order and consent to jurisdiction of the Court

1 over my person for any proceedings involving alleged improper disclosures.

2 I have read the Stipulation and Protective Order regarding State Farm's production of  
3 documents to plaintiff's requests for production (the "Documents") that were withheld based upon  
4 proprietary, confidentiality, and trade secret objections. Production of the Documents hereinafter  
5 specified shall take place by mail from and/or at Hayes Scott Bonino Ellingson & McLay, LLP, 203  
6 Redwood Shores Parkway, Suite 480, Redwood City, California. I agree to be subject to the  
7 jurisdiction of this Court for appropriate proceedings in the event of an alleged violation of the  
8 Stipulation and Protective Order.

9 The Documents produced pursuant to this Stipulation and Protective Order, including any  
10 portion of said Documents, and all notes arising from the inspection and viewing of said  
11 Documents, as well as discussions of the contents thereof, shall be used only in connection with the  
12 present case of *Jacquelyn Delaney v. State Farm Mutual Automobile Insurance Company*, United  
13 States District Court – Northern District, Case Number 16-cv-01149-RS, and no other purposes  
14 whatsoever including, but not limited to, other lawsuits, actions, claims or demands.

15 This \_\_\_\_ day of \_\_\_\_\_ 20\_\_, I agree to the terms and conditions of the  
16 Stipulation and Protective Order and hereby enter into this Inspection and Viewing Record  
17 Agreement under penalty of perjury of the laws of the United States of America.

18  
19 \_\_\_\_\_  
20 Printed Name

21 \_\_\_\_\_  
22 Signature  
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