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Counsel information on signature pages

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CATHERINE PAPASAN, NELSON
GOEHLE, ANDREW YOUNG, JIMMY
BYERS, CHRISTOPHER JOHNSTON,
RICHARD AND LEAH VOLLBERG, and
all persons similarly situated,

Plaintiffs,

vs.

DOMETIC CORPORATION, a Delaware
Corporation,

Defendant.

Case No. 3:16-cv-02117-HSG

STIPULATED PROTECTIVE ORDER

The Honorable Haywood S. Gilliam, Jr.

1 **I. PURPOSES AND LIMITATIONS**

2 **A.** Plaintiffs Catherine Papasan, Nelson Goehle, Andrew Young, Jimmy Byers,
3 Christopher Johnston, and Richard and Leah Vollberg (collectively, “Plaintiffs”) and defendant
4 Dometic Corporation (“Defendant”), in the above-captioned action (the “Litigation”),
5 contemplate that disclosure and discovery activity in the Litigation are likely to involve
6 production of confidential, proprietary, or private information for which special protection from
7 public disclosure and from use for any purpose other than prosecuting the Litigation may be
8 warranted.

9 **B.** Plaintiffs and Defendant (each referred to individually as a “Party,” and
10 collectively as “Parties”) stipulate to and petition the court to enter this Stipulated Protective
11 Order (“Order”) in the Litigation to facilitate the discovery process by protecting against the
12 unauthorized disclosure of confidential materials.

13 **C.** The Parties acknowledge that this Order does not confer blanket protections on all
14 disclosures or responses to discovery and that the protection it affords from public disclosure and
15 use extends only to the limited information or items that are entitled to confidential treatment
16 under the applicable legal principles.

17 **D.** The Parties further acknowledge, as set forth in Section XII(C), below, that this
18 Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets
19 forth the procedures that must be followed and the standards that will be applied when a Party
20 seeks permission from the court to file material under seal.

21 **II. DEFINITIONS**

22 **A. Challenging Party:** a Party or Non-Party that challenges the designation of
23 information or items under this Order.

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

27 **C. Counsel (without qualifier):** Outside Counsel of Record and House Counsel (as
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1 well as their support staff and Professional Vendors).

2 **D. Designating Party:** a Party or Non-Party that designates information or items
3 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

8 **F. Expert:** a person with specialized knowledge or experience in a matter pertinent
9 to the Litigation who has been retained by a Party or its counsel to serve as an expert witness or
10 as a consultant in this action.

11 **G. House Counsel:** attorneys who are employees of a party to this action. House
12 Counsel does not include Outside Counsel of Record or any other outside counsel.

13 **H. Non-Party:** any natural person, partnership, corporation, association, or other
14 legal entity not named as a Party to this action.

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

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

21 **K. Producing Party:** a Party or Non-Party that produces Disclosure or Discovery
22 Material in this action.

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

27 **M. Protected Material:** any Disclosure or Discovery Material that is designated as
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1 “CONFIDENTIAL.”

2 N. **Receiving Party:** a Party that receives Disclosure or Discovery Material from a
3 Producing Party.

4 **III. SCOPE**

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

17 **IV. DURATION**

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

25 **V. DESIGNATING PROTECTED MATERIAL**

26 A. **Exercise of Restraint and Care in Designating Material for Protection.** Each
27 Party or Non-Party that designates information or items for protection under this Order must take

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1 care to limit any such designation to specific material that qualifies under the appropriate
2 standards. The Designating Party must designate for protection only those parts of material,
3 documents, items, or oral or written communications that qualify – so that other portions of the
4 material, documents, items, or communications for which protection is not warranted are not swept
5 unjustifiably within the ambit of this Order.

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

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

13 **B. Manner and Timing of Designations.** Except as otherwise provided in this
14 Order (*see, e.g.*, Section V(B)(1) below), or as otherwise stipulated or ordered, Disclosure or
15 Discovery Material that qualifies for protection under this Order must be clearly so designated
16 before the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 1. for information in documentary form (*e.g.*, paper or electronic documents,
19 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
20 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only
21 a portion or portions of the material on a page qualifies for protection, the Producing Party also
22 must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the
23 margins).

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

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

18 Parties shall give the other parties notice if they reasonably expect a deposition, hearing
19 or other proceeding to include Protected Material so that the other parties can ensure that only
20 authorized individuals who have, where required, signed the “Acknowledgment and Agreement
21 to Be Bound” (Exhibit A) are present at those proceedings. The use of a document as an exhibit
22 at a deposition shall not in any way affect its designation as “CONFIDENTIAL.” Transcripts
23 containing Protected Material shall have an obvious legend on the title page that the transcript
24 contains Protected Material, and the title page shall be followed by a list of all pages (including
25 line numbers as appropriate) that have been designated as Protected Material. The Designating
26 Party shall inform the court reporter of these requirements. Any transcript that is prepared before
27 the expiration of a 7-day period for designation shall be treated during that period as if it had

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1 been designated “CONFIDENTIAL” in its entirety unless otherwise agreed. After the expiration
2 of that period, the transcript shall be treated only as actually designated.

3 3. 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.” If only a portion or portions of the information or item warrant protection,
7 the Producing Party, to the extent practicable, shall identify the protected portion(s).

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

13 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

20 **B. Meet and Confer.** The Challenging Party shall initiate the dispute resolution
21 process by providing written notice of each designation it is challenging and describing the basis
22 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
23 notice must recite that the challenge to confidentiality is being made in accordance with this
24 specific paragraph of the Order. The parties shall attempt to resolve each challenge in good faith
25 and must begin the process by conferring directly (in voice to voice dialogue; other forms of
26 communication are not sufficient) within 14 days of the date of service of notice. In conferring,
27 the Challenging Party must explain the basis for its belief that the confidentiality designation was

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1 not proper and must give the Designating Party an opportunity to review the designated material,
2 to reconsider the circumstances, and, if no change in designation is offered, to explain the basis
3 for the chosen designation. A Challenging Party may proceed to the next stage of the challenge
4 process only if it has engaged in this meet and confer process first or establishes that the
5 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

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

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

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1 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

10 **B. Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise
11 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
12 disclose any information or item designated “CONFIDENTIAL” only to:

- 13 1. the Outside Counsel of Record for the respective parties in this action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably necessary to
15 disclose the information for this Litigation;
- 16 2. the Receiving Party’s officers, directors, and employees (including House
17 Counsel) to whom disclosure is reasonably necessary for this Litigation and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 19 3. experts (as defined in this Order) retained for the prosecution or defense of
20 this Litigation to whom disclosure is reasonably necessary for this Litigation and who have
21 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 22 4. the Court and its personnel;
- 23 5. Court reporters and their staff who have signed the “Acknowledgment
24 and Agreement to Be Bound” (Exhibit A);
- 25 6. neutral evaluators, mediators or arbitrators assigned to the Litigation by
26 the court or retained for the cause by the mutual agreement of the Parties and who have signed
27 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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1 7. persons or entities that provide litigation support services (e.g.,
2 photocopying, videotaping, translating, preparing exhibits or demonstratives, and professional
3 jury or trial consultants) and other Professional Vendors and their employees and subcontractors
4 to whom disclosure is reasonably necessary for this Litigation and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

12 9. the author or recipient of a document containing the information or a
13 custodian or other person who otherwise possessed or knew the information; and

14 10. the Receiving Party’s insurance carrier or carrier(s) and their counsel to
15 the extent reasonably related to any actual or potential coverage in connection with this
16 Litigation.

17 To the extent the Parties are unable to locate Court reporters and their staff who will sign
18 the “Acknowledgment and Agreement to Be Bound” (Exhibit A) and/or neutral evaluators,
19 mediators or arbitrators assigned to the Litigation by the court or retained for the cause by the
20 mutual agreement of the Parties and who will sign the “Acknowledgment and Agreement to Be
21 Bound” (Exhibit A), the parties agree to promptly meet and confer to reach a resolution.

22 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
23 **OTHER LITIGATION**

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

27 1. promptly notify in writing the Designating Party. Such notification shall
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1 include a copy of the subpoena or court order;

2 2. promptly notify in writing the party who caused the subpoena or order to
3 issue in the other litigation that some or all of the material covered by the subpoena or order is
4 subject to this Protective Order. Such notification shall include a copy of this Order; and

5 3. cooperate with respect to all reasonable procedures sought to be pursued
6 by the Designating Party whose Protected Material may be affected.

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

15 **IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
16 **THIS LITIGATION**

17 A. The terms of this Order are applicable to information produced by a Non-Party in
18 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
19 connection with this Litigation is protected by the remedies and relief provided by this Order.
20 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
21 additional protections.

22 B. In the event that a Party is required, by a valid discovery request, to produce a
23 Non-Party’s confidential information in its possession, and the Party is subject to an agreement
24 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

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

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1 2. promptly provide the Non-Party with a copy of the Order in this
2 Litigation, the relevant discovery request(s), and a reasonably specific description of the
3 information requested; and

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

5 C. If the Non-Party fails to object or seek a protective order from this court within 14
6 days of receiving the notice and accompanying information, the Receiving Party may produce
7 the Non-Party’s confidential information responsive to the discovery request. If the Non-Party
8 timely seeks a protective order, the Receiving Party shall not produce any information in its
9 possession or control that is subject to the confidentiality agreement with the Non-Party before a
10 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
11 burden and expense of seeking protection in this court of its Protected Material.

12 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

20 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
21 **PROTECTED MATERIAL**

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

4 **XII. MISCELLANEOUS**

5 **A. Right to Further Relief.** Nothing in this Order abridges the right of any person
6 to seek its modification by the court in the future.

7 **B. Right to Assert Other Objections.** By stipulating to the entry of this Protective
8 Order, no Party waives any right it otherwise would have to object to disclosing or producing
9 any information or item on any ground not addressed in this Order. Similarly, no Party waives
10 any right to object on any ground to use in evidence of any of the material covered by this
11 Protective Order.

12 **C. Filing Protected Material.** Without written permission from the Designating
13 Party or a court order secured after appropriate notice to all interested persons, a Party may not
14 file in the public record in this action any Protected Material. A Party that seeks to file under
15 seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may
16 only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected
17 Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
18 request establishing that the Protected Material at issue is privileged, protectable as a trade
19 secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file
20 Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then
21 the Receiving Party may file the information in the public record pursuant to Civil Local Rule
22 79-5(e) unless otherwise instructed by the court.

23 **XIII. FINAL DISPOSITION**

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

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
13

14 Dated: September 28, 2016

LATHAM & WATKINS LLP
Peter A. Wald (Bar No. 85705)
Marcy C. Priedeman (Bar No. 258505)

17 By: /s/ Peter A. Wald

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Dated: September 28, 2016

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Counsel for Plaintiffs and the Proposed Class

Pursuant to Civil Local Rule 5-1(i)(3), the undersigned attests that concurrence in the filing of this **[PROPOSED] STIPULATED PROTECTIVE ORDER** has been obtained from each of the other signatories.

Dated: September 28, 2016


/s/ Peter A. Wald

Counsel for Defendant Dometic Corporation

1 **PURSUANT TO THE STIPULATION, IT IS SO ORDERED.**

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3 Dated: September 29, 2016


The Honorable Haywood S. Gilliam, Jr.
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 Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of *Papasan et. al. v. Dometic*, Case No. 3:16-cv-02117-HSG. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____