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 7 UBS FINANCIAL SERVICES INC.

8 **UNITED STATES DISTRICT COURT**
 9 **NORTHERN DISTRICT OF CALIFORNIA**

10
 11 OSPREY PARTNERS RSF LLC and) Case No. 16-cv-04894-WHA
 12 SVOBODA CONSULTING,)
) ~~PROPOSED~~ STIPULATED PROTECTIVE
 13 Plaintiffs,) ORDER
)
 14 vs.)
)
 15 UBS FINANCIAL SERVICES INC., and DOES)
 1 through 10, inclusive,)
 16)
 Defendants.)
 17)

18
 19 **I. PURPOSES AND LIMITATIONS**

20 Disclosure and discovery activity in this action are likely to involve and have involved
 21 production of confidential, proprietary, or private information for which special protection from public
 22 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
 23 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
 24 Protective Order (the "Order"). The parties acknowledge that this Order does not confer blanket
 25 protections on all disclosures or responses to discovery and that the protection it affords from public
 26 disclosure and use extends only to the limited information or items that are entitled to confidential
 27 treatment under FRCP Rule 25 and other applicable legal principles. The parties further acknowledge,
 28 as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file

1 confidential information under seal; Civil Local Rule 79-5 and General Order 62 set forth the
2 procedures that must be followed and the standards that will be applied when a party seeks permission
3 from the court to file material under seal.

4 **II. DEFINITIONS**

5 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information
6 or items under this Order.

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

10 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 2.4 Designating Party: a Party or Non-Party that designates information or items that it
13 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

14 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
15 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
16 transcripts, and tangible things), that are produced or generated in disclosures or responses to
17 discovery in this matter.

18 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
19 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
20 consultant in this action.

21 2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel
22 does not include Outside Counsel of Record or any other outside counsel.

23 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
24 entity not named as a Party to this action.

25 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
26 but are retained to represent or advise a party to this action and have appeared in this action on behalf
27 of that party or are affiliated with a law firm which has appeared on behalf of that party.

28 2.10 Party: any party to this action, including all of its officers, directors, employees,

1 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material
3 in this action.

4 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g.,
5 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
6 or retrieving data in any form or medium) and their employees and subcontractors.

7 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
8 “CONFIDENTIAL.”

9 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
10 Producing Party.

11 **III. SCOPE**

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

24 **IV. DURATION**

25 Even after final disposition of this litigation, the confidentiality obligations imposed by this
26 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
27 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
28 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion

1 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time
2 limits for filing any motions or applications for extension of time pursuant to applicable law.

3 **V. DESIGNATING PROTECTED MATERIAL**

4 5.1 Exercise of Restraint and Care in Designating Material for Protection

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

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

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

18 5.2 Manner and Timing of Designations.

19 Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a)
20 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
21 protection under this Order must be clearly so designated before the material is disclosed or produced.
22 However, this Order shall apply retroactively to material attached to previously-filed declarations
23 regardless of the lack of a confidential designation on such materials.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents, but
26 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
27 affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion
28 or portions of the material on a page qualifies for protection, the Producing ~~Party~~^{Party} also must clearly

1 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

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

12 (b) ^{for} ✓ testimony given in deposition or in other pretrial or trial proceedings, that the
13 Designating Party identify on the record, before the close of the deposition, hearing, or other
14 proceeding, all protected testimony. When it is impractical to identify separately each portion of
15 testimony that is entitled to protection, and when it appears that substantial portions of the testimony
16 may qualify for protection, the Party or non-party that sponsors, offers, or gives the testimony may
17 invoke on the record (before the deposition or proceeding is concluded) a right to have up to 20 days
18 to identify the specific portions of the testimony as to which protection is sought. Only those portions
19 of the testimony that are appropriately designated for protection within the 20 days shall be covered by
20 the provisions of this Stipulated Protective Order.

21 Transcript pages containing Protected Material must be separately bound by the court reporter,
22 who must affix to the top of each such page the legend “CONFIDENTIAL” as instructed by the Party
23 or nonparty offering or sponsoring the witness or presenting the testimony.

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

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
2 designate qualified information or items does not, standing alone, waive the Designating Party’s right
3 to secure protection under this Order for such material. Upon timely correction of a designation, the
4 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with
5 the provisions of this Order.

6 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

26 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court
27 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
28 Local Rule 7 (and in compliance with Civil Local Rule 79-5 and General Order 62, if applicable)

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

12 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
13 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to
14 retain confidentiality as described above, all parties shall continue to afford the material in question
15 the level of protection to which it is entitled under the Producing Party's designation until the court
16 rules on the challenge.

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

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
19 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
20 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the
21 categories of persons and under the conditions described in this Order. When the litigation has been
22 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
23 DISPOSITION).

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

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
27 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
28 information or item designated "CONFIDENTIAL" only to:

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

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

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

10 (d) the court and its personnel;

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

14 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
15 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
16 unless otherwise agreed by the Designating Party or ordered by the court. If a witness refuses to sign
17 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), the Parties and any Designating
18 Non-parties shall meet and confer and the Designating party will not unreasonably withhold consent to
19 disclose in this situation. If the Parties and any Designating non-parties cannot reach agreement, then
20 a Challenging party may apply to the Court for an appropriate order. Pages of transcribed deposition
21 testimony or exhibits to depositions that reveal Protected Material must be separately bound by the
22 court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective
23 Order.

24 (g) the author or recipient of a document containing the information or a custodian or other
25 person who otherwise possessed or knew the information;

26 (h) any mediator retained by mutual agreement of the Parties in this matter.

27 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
28 **PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels

1 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party
2 must:

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

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

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

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

17 **IX. A NON-PARTY’S PROTECTED MATERIALS OUGHT TO BE PRODUCED IN THIS**
18 **LITIGATION**

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

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

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

- 1 (2) promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this litigation, the relevant discovery
3 request(s), and a reasonably specific description of the
4 information requested; and,
5 (3) make the information requested available for inspection by the
6 Non-Party.

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

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

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

22 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
23 MATERIAL**

24 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
25 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
26 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to

27 ¹ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights
28 of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this
court.

1 modify whatever procedure may be established in an e-discovery order that provides for production
2 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
3 parties reach an agreement on the effect of disclosure of a communication or information covered by
4 the attorney-client privilege or work product protection, the parties may incorporate their agreement in
5 the stipulated protective order submitted to the court.

6 **XII. MISCELLANEOUS**

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
8 its modification by the court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
10 no Party waives any right it otherwise would have to object to disclosing or producing any
11 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
12 Party waives any right to object on any ground to use in evidence of any of the material covered by
13 this Protective Order.

14 12.3 Filing Protected Material. Without written permission from the Designating Party or a
15 court order secured after appropriate notice to all interested persons, a Party may not file in the public
16 record in this action any Protected Material. A Party that seeks to file under seal any Protected
17 Material must comply with Civil Local Rule 79-5 and General Order 62. Protected Material may only
18 be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material
19 at issue. Pursuant to Civil Local Rule 79-5 and General order 62, a sealing order will issue only upon
20 a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
21 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material
22 under seal pursuant to Civil Local Rule 79-5(d) and General Order 62 is denied by the court, then the
23 Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-5(e)
24 unless otherwise instructed by the court.

25 **XIII. FINAL DISPOSITION.**

26 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
27 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As
28 used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,

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

12 **XIV. PRIVILEGED DOCUMENTS**

13 Pursuant to Federal Rule of Evidence 502(b), if information subject to a claim of attorney-
14 client privilege, attorney work product, or any other ground on which production of such information
15 should not be made to any party is nevertheless inadvertently produced to a party, such production
16 shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege,
17 work product or other ground for withholding production to which the Producing Party would
18 otherwise be entitled. If a claim of inadvertent production is made with respect to information then in
19 the custody of another party, or the information appears on its face to have been inadvertently
20 produced, the Receiving Party shall within ten (10) business days return the information to the
21 claiming party or person and the Receiving Party shall not use such information for any purpose other
22 than in connection with a motion to compel (which shall be filed under seal). The party returning such
23 material may then move the Court for an Order compelling production of the material, which shall be
24 filed under seal, and said motion shall not assert as a ground for entering such an Order the fact or
25 circumstances of the inadvertent production.

26 The Producing Party must provide a privilege log in place of any returned or destroyed
27 materials, and must preserve the materials at issue until any challenge to the claimed privilege or
28 protection is resolved. In the case of electronically stored information, the Producing Party may agree

1 in its sole discretion to provide certain requested materials for initial examination; provided, however,
2 that such provision will not waive any applicable privilege or protection that protects such materials
3 from disclosure.

4 In connection with any privilege log prepared pursuant to Federal Rule of Civil Procedure
5 26(b)(5), the parties agree that communications between a party and its Counsel, originating on or
6 after the date of the filing of the initial complaint in this action, on July 25, 2016, need not be logged.

7
8 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

9
10 DATED: January 13, 2017

/s/ Alexander J. Bukac

JULIE L. TAYLOR
ALEXANDER J. BUKAC
KEESAL, YOUNG & LOGAN
Attorneys for Defendant
UBS FINANCIAL SERVICES INC.

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15 DATED: January 13, 2017

/s/ Scott Stillman

CLIFF PALEFSKY
SCOTT STILLMAN
MCGUINN, HILLSMAN & PALEFSKY
Attorneys for Plaintiffs
OSPREY PARTNERS RSF LLC and SVOBODA
CONSULTING

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22 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

23
24
25 DATED: January 17, 2017.


HON. WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE

FILER’S ATTESTATION:

Pursuant to Local Rule 5-1(i)(3), I hereby attest that concurrence in the filing of this document has been obtained.

DATED: January 13, 2017

/s/ Alexander J. Bukac
JULIE L. TAYLOR
ALEXANDER J. BUKAC
KEESAL, YOUNG & LOGAN
Attorneys for Defendant
UBS FINANCIAL SERVICES INC.

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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 *Osprey Partners RSF LLC and Svoboda Consulting v. UBS Financial Services Inc.*, United States District Court, Northern District of California Case No. 16-cv-04894-WHA. 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: _____