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 The Freecycle Network, Inc.

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

FREECYCLESUNNYVALE, a California  
 unincorporated association,

Plaintiff,

v.

THE FREECYCLE NETWORK, INC., an  
 Arizona corporation,

Defendant.

CASE NO. C 06-00324 CW

**STIPULATED PROTECTIVE ORDER**

AND RELATED COUNTERCLAIMS.

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation would be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
6 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
7 all disclosures or responses to discovery and that the protection it affords extends only to the  
8 limited information or items that are entitled under the applicable legal principles to treatment as  
9 confidential. The parties further acknowledge, as set forth in Section 10, below, that this  
10 Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil  
11 Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will  
12 be applied when a party seeks permission from the court to file material under seal.

13 2. DEFINITIONS

14 2.1 Party: any party to this action, including all of its officers, directors, employees,  
15 consultants, retained experts, and outside counsel (and their support staff).

16 2.2 Disclosure or Discovery Material: all items or information, regardless of the medium or  
17 manner generated, stored, or maintained (including, among other things, testimony, transcripts, or  
18 tangible things) that are produced or generated in disclosures or responses to discovery in this  
19 matter.

20 2.3 “Confidential” Information or Items: information (regardless of how generated, stored  
21 or maintained) or tangible things that qualify for protection under standards developed under  
22 F.R.Civ.P. 26(c).

23 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items: extremely  
24 sensitive “Confidential Information or Items” whose disclosure to another Party or nonparty  
25 would create a substantial risk of serious injury that could not be avoided by less restrictive means.

26 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
27 Producing Party.

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1           2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery Material  
2 in this action.

3           2.7. Designating Party: a Party or non-party that designates information or items  
4 that it produces in disclosures or in responses to discovery as “Confidential” or “Highly  
5 Confidential — Attorneys’ Eyes Only.”

6           2.8 Protected Material: any Disclosure or Discovery Material that is designated as  
7 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

8           2.9. Outside Counsel: attorneys who are not employees of a Party but who are retained to  
9 represent or advise a Party in this action.

10           2.10 House Counsel: attorneys who are employees of a Party.

11           2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their  
12 support staffs).

13           2.12 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
14 litigation who has been retained by a Party or its counsel to serve as an expert witness in this  
15 action and who is not a past or a current employee of a Party or of a competitor of a Party’s and  
16 who, at the time of retention, is not anticipated to become an employee of a Party or a competitor  
17 of a Party’s. This definition includes a professional jury or trial consultant retained in connection  
18 with this litigation.

19           2.13 Consultant: a person with specialized knowledge or experience in a matter pertinent to  
20 the litigation who has been retained by a Party or its counsel to serve as a consultant in this action  
21 and who is not a past or a current employee of a Party or of a competitor of a Party’s and who, at  
22 the time of retention, is not anticipated to become an employee of a Party or a competitor of a  
23 Party’s. This definition includes a professional jury or trial consultant retained in connection with  
24 this litigation.

25           2.14 Professional Vendors: persons or entities that provide litigation support services (e.g.,  
26 photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing,  
27 retrieving data in any form or medium; etc.) and their employees and subcontractors.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material  
3 (as defined above), but also any information copied or extracted therefrom, as well as all copies,  
4 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by  
5 parties or counsel to or in court or in other settings that might reveal Protected Material.

6 4. DURATION

7 Even after the termination of this litigation, the confidentiality obligations imposed by this  
8 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
9 otherwise directs.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
12 non-party that designates information or items for protection under this Order must take care to  
13 limit any such designation to specific material that qualifies under the appropriate standards. A  
14 Designating Party must take care to designate for protection only those parts of material,  
15 documents, items, or oral or written communications that qualify – so that other portions of the  
16 material, documents, items, or communications for which protection is not warranted are not  
17 swept unjustifiably within the ambit of this Order.

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

22 If it comes to a Party's or a non-party's attention that information or items that it  
23 designated for protection do not qualify for protection at all, or do not qualify for the level of  
24 protection initially asserted, that Party or non-party must promptly notify all other parties that it is  
25 withdrawing the mistaken designation.

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
27 e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material  
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1 that qualifies for protection under this Order must be clearly so designated before the material is  
2 disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (apart from transcripts of depositions or other  
5 pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at the top of each page that  
7 contains protected material. If only a portion or portions of the material on a page qualifies for  
8 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
9 appropriate markings in the margins) and must specify, for each portion, the level of protection  
10 being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
11 EYES ONLY”).

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

25 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the Party  
26 or non-party offering or sponsoring the testimony identify on the record, before the close of the  
27 deposition, hearing, or other proceeding, all protected testimony, and further specify any portions  
28 of the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

1 ONLY.” When it is impractical to identify separately each portion of testimony that is entitled to  
2 protection, and when it appears that substantial portions of the testimony may qualify for  
3 protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the  
4 record (before the deposition or proceeding is concluded) a right to have up to 20 days to identify  
5 the specific portions of the testimony as to which protection is sought and to specify the level of  
6 protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
7 EYES ONLY”). Only those portions of the testimony that are appropriately designated for  
8 protection within the 20 days shall be covered by the provisions of this Stipulated Protective  
9 Order.

10 Transcript pages containing Protected Material must be separately bound by the court  
11 reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or  
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or  
13 nonparty offering or sponsoring the witness or presenting the testimony.

14 (c) for information produced in some form other than documentary, and for any other  
15 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
16 or containers in which the information or item is stored the legend “CONFIDENTIAL” or  
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the  
18 information or item warrant protection, the Producing Party, to the extent practicable, shall  
19 identify the protected portions, specifying whether they qualify as “Confidential” or as “Highly  
20 Confidential – Attorneys’ Eyes Only.”

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
22 designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys’  
23 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection  
24 under this Order for such material. If material is appropriately designated as “Confidential” or  
25 “Highly Confidential – Attorneys’ Eyes Only” after the material was initially produced, the  
26 Receiving Party, on timely notification of the designation, must make reasonable efforts to assure  
27 that the material is treated in accordance with the provisions of this Order.

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1           5.4 Inadvertent Disclosure. If a party inadvertently produces a document that it later  
2 discovers to be a privileged document, the production of that document shall not be deemed to  
3 constitute the waiver of any applicable privileges. In such circumstances, the producing party  
4 must immediately notify the receiving party of the inadvertent production, and request the return  
5 or confirmed destruction of the privileged materials. The receiving party shall promptly notify the  
6 producing party either (a) that the material will be promptly returned or destroyed or (b) that the  
7 receiving party will challenge the claim of privilege. If the receiving party challenges the claim of  
8 privilege, the receiving party may retain a copy solely for the purposes of the challenge. Return or  
9 confirmation of destruction shall not preclude the receiving party from seeking to compel  
10 production of the materials for reasons other than its inadvertent production.

## 11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

17           6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating  
18 Party's confidentiality designation must do so in good faith and must begin the process by  
19 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)  
20 with counsel for the Designating Party. In conferring, the challenging Party must explain the basis  
21 for its belief that the confidentiality designation was not proper and must give the Designating  
22 Party an opportunity to review the designated material, to reconsider the circumstances, and, if no  
23 change in designation is offered, to explain the basis for the chosen designation. A challenging  
24 Party may proceed to the next stage of the challenge process only if it has engaged in this meet  
25 and confer process first.

26           6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality  
27 designation after considering the justification offered by the Designating Party may file and serve  
28 a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)

1 that identifies the challenged material and sets forth in detail the basis for the challenge. Each such  
2 motion must be accompanied by a competent declaration that affirms that the movant has  
3 complied with the meet and confer requirements imposed in the preceding paragraph and that sets  
4 forth with specificity the justification for the confidentiality designation that was given by the  
5 Designating Party in the meet and confer dialogue.

6 The burden of persuasion in any such challenge proceeding shall be on the Designating  
7 Party. Until the court rules on the challenge, all parties shall continue to afford the material in  
8 question the level of protection to which it is entitled under the Producing Party's designation.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

21 (a) the Receiving Party's Outside Counsel of record in this action, as well as  
22 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
23 litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached  
24 hereto as Exhibit A;

25 (b) the officers, directors, and employees (including House Counsel) of the  
26 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
27 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);  
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1 (c) experts (as defined in this Order) of the Receiving Party to whom disclosure is  
2 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
3 Protective Order” (Exhibit A);

4 (d) the Court and its personnel;

5 (e) court reporters, their staffs, and professional vendors to whom disclosure is  
6 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
7 Protective Order” (Exhibit A);

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

13 (g) the author of the document or the original source of the information.

14 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

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

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

22 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably  
23 necessary for this litigation, (2) who have signed the “Agreement to Be Bound by Protective  
24 Order” (Exhibit A);

25 (c) the Court and its personnel;

26 (d) court reporters, their staffs, and professional vendors to whom disclosure is  
27 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
28 Protective Order” (Exhibit A); and

1 (e) the author of the document or the original source of the information.

2 7.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –  
3 ATTORNEYS’ EYES ONLY” Information or Items to “Experts” or “Consultants”

4 (a) Unless otherwise ordered by the court or agreed in writing by the  
5 Designating Party, a Party that seeks to disclose to an “Expert” or “Consultant” (as defined in this  
6 Order) any information or item that has been designated “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY” first must make a written request to the Designating Party that (1)  
8 identifies the specific HIGHLY CONFIDENTIAL information that the Receiving Party seeks  
9 permission to disclose to the Expert or Consultant, (2) sets forth the full name of the Expert or  
10 Consultant and the city and state of his or her primary residence, (3) attaches a copy of the  
11 Expert’s or Consultant’s current resume, (4) identifies the Expert’s or Consultant’s current  
12 employer(s), (5) identifies each person or entity from whom the Expert or Consultant has received  
13 compensation for work in his or her areas of expertise or to whom the Expert or Consultant has  
14 provided professional services at any time during the preceding five years, and (6) identifies (by  
15 name and number of the case, filing date, and location of court) any litigation in connection with  
16 which the Expert or Consultant has provided any professional services during the preceding five  
17 years.

18 (b) A Party that makes a request and provides the information specified in the  
19 preceding paragraph may disclose the subject Protected Material to the identified Expert or  
20 Consultant unless, within seven court days of delivering the request, the Party receives a written  
21 objection from the Designating Party. Any such objection must set forth in detail the grounds on  
22 which it is based.

23 (c) A Party that receives a timely written objection must meet and confer with the  
24 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by  
25 agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert or  
26 Consultant may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil  
27 Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must  
28 describe the circumstances with specificity, set forth in detail the reasons for which the disclosure

1 to the Expert or Consultant is reasonably necessary, assess the risk of harm that the disclosure  
2 would entail and suggest any additional means that might be used to reduce that risk. In addition,  
3 any such motion must be accompanied by a competent declaration in which the movant describes  
4 the parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet  
5 and confer discussions) and sets forth the reasons advanced by the Designating Party for its refusal  
6 to approve the disclosure.

7 In any such proceeding the Party opposing disclosure to the Expert or Consultant  
8 shall bear the burden of proving that the risk of harm that the disclosure would entail (under the  
9 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to  
10 its Expert or Consultant.

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
12 **LITIGATION.**

13 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
14 would compel disclosure of any information or items designated in this action as  
15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the  
16 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately  
17 and in no event more than three court days after receiving the subpoena or order. Such notification  
18 must include a copy of the subpoena or court order.

19 The Receiving Party also must immediately inform in writing the Party who caused the  
20 subpoena or order to issue in the other litigation that some or all the material covered by the  
21 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must  
22 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that  
23 caused the subpoena or order to issue.

24 The purpose of imposing these duties is to alert the interested parties to the existence of  
25 this Protective Order and to afford the Designating Party in this case an opportunity to try to  
26 protect its confidentiality interests in the court from which the subpoena or order issued. The  
27 Designating Party shall bear the burdens and the expenses of seeking protection in that court of its  
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1 confidential material – and nothing in these provisions should be construed as authorizing or  
2 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

3 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11 10. FILING PROTECTED MATERIAL.

12 Without written permission from the Designating Party or a court order secured after appropriate  
13 notice to all interested persons, a Party may not file in the public record in this action any  
14 Protected Material. A Party that seeks to file under seal any Protected Material must comply with  
15 Civil Local Rule 79-5.

16 11. FINAL DISPOSITION.

17 Unless otherwise ordered or agreed in writing by the Producing  
18 Party, within sixty days after the final termination of this action, each Receiving Party must return  
19 all Protected Material to the Producing Party. As used in this subdivision, “all Protected Material”  
20 includes all copies, abstracts, compilations, summaries or any other form of reproducing or  
21 capturing any of the Protected Material. With permission in writing from the Designating Party,  
22 the Receiving Party may destroy some or all of the Protected Material instead of returning it.  
23 Whether the Protected Material is returned or destroyed, the Receiving Party must submit a  
24 written certification to the Producing Party (and, if not the same person or entity, to the  
25 Designating Party) by the sixty day deadline that identifies (by category, where appropriate) all the  
26 Protected Material that was returned or destroyed and that affirms that the Receiving Party has not  
27 retained any copies, abstracts, compilations, summaries or other forms of reproducing or capturing  
28 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an

1 archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or  
2 attorney work product, even if such materials contain Protected Material. Any such archival copies  
3 that contain or constitute Protected Material remain subject to this Protective Order as set forth in  
4 Section 4 (DURATION), above.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
7 its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
9 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
10 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
11 Party waives any right to object on any ground to use in evidence of any of the material covered  
12 by this Protective Order.

13 12.3 Status on Appeal. The provisions of this Protective Order shall, absent written  
14 permission of the Producing Party or further order of the Court, continue to be binding throughout  
15 and after the conclusion of this action, including without limitation any appeals therefrom. Within  
16 sixty (60) calendar days after receiving notice of the entry of an order, judgment or decree finally  
17 disposing of this action, including any appeals therefrom, all persons having received information  
18 or material designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”  
19 hereunder shall return such material and all copies thereof (including summaries and excerpts) to  
20 counsel for the producing party, or shall certify destruction thereof. Counsel described in  
21 paragraphs 6(a) and 7(a) above shall be entitled to retain court papers, deposition and trial  
22 transcripts and attorney work product (including court papers, transcripts, and attorney work  
23 product that contain information or material designated as “Confidential” or “Highly Confidential  
24 – Attorneys’ Eyes Only”) provided that such counsel, and employees of such counsel, shall not  
25 disclose any such information and material designated as “Confidential” or “Highly Confidential –  
26 Attorneys’ Eyes Only” contained in such court papers, transcripts, or attorney work product to any  
27 person or entity except pursuant to a written agreement with the producing party of the  
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1 information or material. All materials returned to the parties or their counsel by the Court likewise  
2 shall be disposed of in accordance with this paragraph.

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

Dated: August 3, 2006

**PERKINS COIE LLP**

By: \_\_\_\_\_ /s/  
Esha Bandyopadhyay  
Attorneys for Defendant  
THE FREECYCLE NETWORK, INC.

Dated: August 3, 2006

**MAYER, BROWN, ROWE & MAW LLP**

By: \_\_\_\_\_ /s/  
Dennis Corgill  
Attorneys for Plaintiff  
FREECYCLESUNNYVALE

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

8/10/06

/s/ CLAUDIA WILKEN

DATED: \_\_\_\_\_

\_\_\_\_\_  
Judge Claudia Wilken  
United States District Court  
Northern District of California

1 I, Esha Bandyopadhyay, am the ECF user whose ID and password are being used to file this  
2 **STIPULATED PROTECTIVE ORDER.** In compliance with General Order 45, X.B., I hereby  
3 attest that **Dennis Corgill** has concurred in this filing.

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DATED: August 3, 2006

**PERKINS COIE LLP**

By \_\_\_\_\_ /s/  
Esha Bandyopadhyay  
Attorneys for Defendant  
THE FREECYCLE NETWORK, 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 \_\_\_\_\_ [insert formal name of the case and the number and initials assigned to it by the court]. 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: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]