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 NORTHERN CALIFORNIA PRESBYTERIAN HOMES  
 7 AND SERVICES, INC.

8  
 9 **UNITED STATES DISTRICT COURT**  
 10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
 11 **SAN FRANCISCO DIVISION**

12 LILLIAN HYATT,

13 Plaintiff,

14 v.

15 NORTHERN CALIFORNIA  
 16 PRESBYTERIAN HOMES AND  
 SERVICES, INC.; MORRISON  
 17 MANAGEMENT SPECIALISTS, INC.  
 D/B/A MORRISON HEALTH CARE,  
 18 INC.,

19 Defendants.

No. C08-03265 PJH

**[PROPOSED] STIPULATED  
 PROTECTIVE ORDER**

**Action Filed: July 7, 2008**  
**Trial Date: None Set**

20  
 21 **1. PURPOSES AND LIMITATIONS**

22 Disclosure and discovery activity in this action are likely to involve production of  
 23 confidential proprietary or privileged information for which special protection from public  
 24 disclosure and from use for any purpose other than prosecuting this litigation would be  
 25 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the  
 26 following Stipulated Protective Order. The parties acknowledge that this Order does not  
 27 confer blanket protections on all disclosures or responses to discovery and that the  
 28 protection it affords extends only to the limited information or items that are entitled

- 1 -

1 under the applicable legal principles to treatment as confidential or privileged. The  
2 parties further acknowledge, as set forth in Section 10, below, that this Stipulated  
3 Protective Order creates no entitlement to file confidential information under seal; Civil  
4 Local Rule 79-5 sets forth the procedures that must be followed and reflects the  
5 standards that will be applied when a party seeks permission from the court to file  
6 material under seal.

7 **2. DEFINITIONS**

8 2.1 Party: any party to this action, including all of its officers, directors,  
9 employees, consultants, retained experts, and outside counsel (and their  
10 support staff).

11 2.2 Disclosure or Discovery Material: all items or information, regardless of the  
12 medium or manner generated, stored, or maintained (including, among  
13 other things, testimony, transcripts, or tangible things) that are produced or  
14 generated in disclosures or responses to discovery in this matter.

15 2.3 “Confidential” Information or Items: information (regardless of how  
16 generated, stored or maintained) or tangible things that qualify for  
17 protection under standards developed under F.R.Civ.P. 26(c).

18 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:  
19 extremely sensitive “Confidential Information or Items” whose disclosure to  
20 another Party or non-party would create a substantial risk of serious injury  
21 that could not be avoided by less restrictive means.

22 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

24 2.6 Producing Party: a Party or non-party that produces Disclosure or  
25 Discovery Material in this action.

26 2.7 Designating Party: a Party or non-party that designates information or  
27 items that it produces in disclosures or in responses to discovery as  
28 “Confidential” or “Highly Confidential — Attorneys’ Eyes Only.”

- 1           2.8    Protected Material: any Disclosure or Discovery Material that is designated  
2                    as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”
- 3           2.9    Privileged Material: information (regardless of how generated, stored or  
4                    maintained) or tangible things that qualify for protection under the attorney-  
5                    client privilege or the attorney work product doctrine.
- 6           2.10   Outside Counsel: attorneys who are not employees of a Party but who are  
7                    retained to represent or advise a Party in this action.
- 8           2.11   House Counsel: attorneys who are employees of a Party.
- 9           2.12   Counsel (without qualifier): Outside Counsel and House Counsel (as well  
10                   as their support staffs).
- 11          2.13   Expert: a person with specialized knowledge or experience in a matter  
12                   pertinent to the litigation who has been retained by a Party or its counsel to  
13                   serve as an expert witness or as a consultant in this action and who is not  
14                   a past or a current employee of a Party or of a competitor of a Party’s and  
15                   who, at the time of retention, is not anticipated to become an employee of a  
16                   Party or a competitor of a Party’s. This definition includes a professional  
17                   jury or trial consultant retained in connection with this litigation.
- 18          2.14   Professional Vendors: persons or entities that provide litigation support  
19                   services (e.g., photocopying; videotaping; translating; preparing exhibits or  
20                   demonstrations; organizing, storing, retrieving data in any form or medium;  
21                   etc.) and their employees and subcontractors.

22    **3.    SCOPE**

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

28

1 **4. DURATION**

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

5 **5. DESIGNATING CONFIDENTIAL PROPRIETARY INFORMATION**

6 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

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

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

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

23 **5.2. Manner and Timing of Designations.** Except as otherwise provided in this  
24 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated  
25 or ordered, material that qualifies for protection under this Order must be clearly so  
26 designated before the material is disclosed or produced.

27 Designation in conformity with this Order requires:

- 28 **(a) for information in documentary form** (apart from transcripts of

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

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

22 (b) for testimony given in deposition or in other pretrial or trial  
23 proceedings, that the Party or non-party offering or sponsoring the testimony identify on  
24 the record, before the close of the deposition, hearing, or other proceeding, all protected  
25 testimony, and further specify any portions of the testimony that qualify as “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is impractical to identify  
27 separately each portion of testimony that is entitled to protection, and when it appears  
28 that substantial portions of the testimony may qualify for protection, the Party or non-

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

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

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

19 **5.3. Inadvertent Failures to Designate.** If timely corrected, an inadvertent  
20 failure to designate qualified information or items as “Confidential” or “Highly Confidential  
21 — Attorneys’ Eyes Only” does not, standing alone, waive the Designating Party’s right to  
22 secure protection under this Order for such material. If material is appropriately  
23 designated as “Confidential” or “Highly Confidential — Attorneys’ Eyes Only” after the  
24 material was initially produced, the Receiving Party, on timely notification of the  
25 designation, must make reasonable efforts to assure that the material is treated in  
26 accordance with the provisions of this Order.

## 27 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

28 **6.1. Timing of Challenges.** Unless a prompt challenge to a Designating Party’s

1 confidentiality designation is necessary to avoid foreseeable substantial unfairness,  
2 unnecessary economic burdens, or a later significant disruption or delay of the litigation,  
3 a Party does not waive its right to challenge a confidentiality designation by electing not  
4 to mount a challenge promptly after the original designation is disclosed.

5 **6.2. Meet and Confer.** A Party that elects to initiate a challenge to a  
6 Designating Party's confidentiality designation must do so in good faith and must begin  
7 the process by conferring directly (in voice to voice dialogue; other forms of  
8 communication are not sufficient) with counsel for the Designating Party. In conferring,  
9 the challenging Party must explain the basis for its belief that the confidentiality  
10 designation was not proper and must give the Designating Party an opportunity to review  
11 the designated material, to reconsider the circumstances, and, if no change in  
12 designation is offered, to explain the basis for the chosen designation. A challenging  
13 Party may proceed to the next stage of the challenge process only if it has engaged in  
14 this meet and confer process first.

15 **6.3. Judicial Intervention.** A Party that elects to press a challenge to a  
16 confidentiality designation after considering the justification offered by the Designating  
17 Party may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil  
18 Local Rule 79-5, if applicable) that identifies the challenged material and sets forth in  
19 detail the basis for the challenge. Each such motion must be accompanied by a  
20 competent declaration that affirms that the movant has complied with the meet and  
21 confer requirements imposed in the preceding paragraph and that sets forth with  
22 specificity the justification for the confidentiality designation that was given by the  
23 Designating Party in the meet and confer dialogue.

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

28

1 **7. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

2 **7.1. Basic Principles.** A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a non-party in connection with this case  
4 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
5 Material may be disclosed only to the categories of persons and under the conditions  
6 described in this Order. When the litigation has been terminated, a Receiving Party  
7 must comply with the provisions of section 11, below (FINAL DISPOSITION).

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

11 **7.2. Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise  
12 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
13 may disclose any information or item designated CONFIDENTIAL only to:

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

18 **(b)** the officers, directors, and employees (including House Counsel) of  
19 the Receiving Party to whom disclosure is reasonably necessary for this litigation and  
20 who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

21 **(c)** experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this litigation and who have signed the  
23 "Agreement to Be Bound by Protective Order" (Exhibit A);

24 **(d)** the Court and its personnel;

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

28 **(f)** during their depositions, witnesses in the action to whom disclosure

1 is reasonably necessary and who have signed the “Agreement to Be Bound by  
2 Protective Order” (Exhibit A). Pages of transcribed deposition testimony or exhibits to  
3 depositions that reveal Protected Material must be separately bound by the court  
4 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
5 Protective Order.

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

7 **7.3. Disclosure of “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”**  
8 **Information or Items.** Unless otherwise ordered by the court or permitted in writing by  
9 the Designating Party, a Receiving Party may disclose any information or item  
10 designated “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY” only to:

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

15 (b) Experts (as defined in this Order) (1) to whom disclosure is  
16 reasonably necessary for this litigation, (2) who have signed the “Agreement to Be  
17 Bound by Protective Order” (Exhibit A), [*Optional:* and (3) as to whom the procedures set  
18 forth in paragraph 7.4, below, have been followed];

19 (c) the Court and its personnel;

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

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

24 **7.4. Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL —**  
25 **ATTORNEYS’ EYES ONLY” Information or Items to “Experts”**

26 (a) Unless otherwise ordered by the court or agreed in writing by the  
27 Designating Party, a Party that seeks to disclose to an “Expert” (as defined in this Order)  
28 any information or item that has been designated “HIGHLY CONFIDENTIAL —

1 ATTORNEYS' EYES ONLY" first must make a written request to the Designating Party  
2 that (1) identifies the specific HIGHLY CONFIDENTIAL information that the Receiving  
3 Party seeks permission to disclose to the Expert, (2) sets forth the full name of the  
4 Expert and the city and state of his or her primary residence, (3) attaches a copy of the  
5 Expert's current resume, (4) identifies the Expert's current employer(s), (5) identifies  
6 each person or entity from whom the Expert has received compensation for work in his  
7 or her areas of expertise or to whom the expert has provided professional services at  
8 any time during the preceding five years, and (6) identifies (by name and number of the  
9 case, filing date, and location of court) any litigation in connection with which the Expert  
10 has provided any professional services during the preceding five years.

11 **(b)** A Party that makes a request and provides the information specified  
12 in the preceding paragraph may disclose the subject Protected Material to the identified  
13 Expert unless, within seven court days of delivering the request, the Party receives a  
14 written objection from the Designating Party. Any such objection must set forth in detail  
15 the grounds on which it is based.

16 **(c)** A Party that receives a timely written objection must meet and  
17 confer with the Designating Party (through direct voice to voice dialogue) to try to resolve  
18 the matter by agreement. If no agreement is reached, the Party seeking to make the  
19 disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in  
20 compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court to  
21 do so. Any such motion must describe the circumstances with specificity, set forth in  
22 detail the reasons for which the disclosure to the Expert is reasonably necessary, assess  
23 the risk of harm that the disclosure would entail and suggest any additional means that  
24 might be used to reduce that risk. In addition, any such motion must be accompanied by  
25 a competent declaration in which the movant describes the parties' efforts to resolve the  
26 matter by agreement (i.e., the extent and the content of the meet and confer  
27 discussions) and sets forth the reasons advanced by the Designating Party for its refusal  
28 to approve the disclosure.

1 In any such proceeding the Party opposing disclosure to the Expert shall bear the  
2 burden of proving that the risk of harm that the disclosure would entail (under the  
3 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected  
4 Material to its Expert.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
6 **OTHER LITIGATION.**

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

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

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

25 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
27 Protected Material to any person or in any circumstance not authorized under this  
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing

1 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
2 all copies of the Protected Material, (c) inform the person or persons to whom  
3 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
4 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is  
5 attached hereto as Exhibit A.

6 **10. FILING PROTECTED MATERIAL.**

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

11 **11. FINAL DISPOSITION.**

12 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty  
13 days after the final termination of this action, each Receiving Party must return all  
14 Protected Material to the Producing Party. As used in this subdivision, "all Protected  
15 Material" includes all copies, abstracts, compilations, summaries or any other form of  
16 reproducing or capturing any of the Protected Material. With permission in writing from  
17 the Designating Party, the Receiving Party may destroy some or all of the Protected  
18 Material instead of returning it. Whether the Protected Material is returned or destroyed,  
19 the Receiving Party must submit a written certification to the Producing Party (and, if not  
20 the same person or entity, to the Designating Party) by the sixty day deadline that  
21 identifies (by category, where appropriate) all the Protected Material that was returned or  
22 destroyed and that affirms that the Receiving Party has not retained any copies,  
23 abstracts, compilations, summaries or other forms of reproducing or capturing any of the  
24 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
25 archival copy of all pleadings, motion papers, transcripts, legal memoranda,  
26 correspondence or attorney work product, even if such materials contain Protected  
27 Material. Any such archival copies that contain or constitute Protected Material remain  
28 subject to this Protective Order as set forth in Section 4 (DURATION), above.

1 **12. CLAW BACK OF PRIVILEGED INFORMATION**

2 **12.1. Inadvertent Disclosure.** All Parties agree that any inadvertent disclosure of  
3 any Privileged Material shall not result in the waiver of any associated privilege nor result  
4 in a subject matter waiver of any kind.

5 **12.2. Notice of Disclosure:** All Parties agree that if they receive Privileged  
6 Material, they will notify the Producing Party immediately.

7 **12.3 Return of Privileged Material.** All Parties agree to return any privileged  
8 material inadvertently disclosed immediately upon notice of the disclosure.

9 **12.4. No Copies.** All Parties agree that no copies will be made of the  
10 inadvertently disclosed Privileged Materials.

11 **13. MISCELLANEOUS**

12 **13.1. Right to Further Relief.** Nothing in this Order abridges the right of any  
13 person to seek its modification by the Court in the future.

14 **13.2. Right to Assert Other Objections.** By stipulating to the entry of this  
15 Protective Order, no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in this  
17 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground  
18 to use in evidence of any of the material covered by this Protective Order.

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

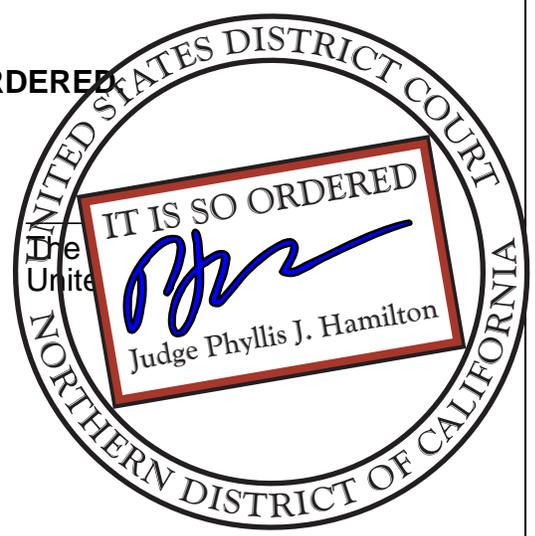
DATED: December 5, 2008 /S/ Stuart Seaborn  
Attorneys for Plaintiff

DATED: December 5, 2008 /S/ Kurt Franklin  
Attorneys for Defendant  
Northern California Presbyterian  
Homes and Services, Inc.

DATED: December 5, 2008 /S/ John Julius  
Attorneys for Defendant  
Morrison Health Care, Inc.

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

DATED: December 8, 2008



1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of  
6 perjury that I have read in its entirety and understand the Stipulated Protective Order  
7 that was issued by the United States District Court for the Northern District of California  
8 on \_\_\_\_\_ in the case of *Lillian Hyatt v. Northern California Presbyterian Homes and*  
9 *Services, Inc., Morrison Management Specialists, Inc. d/b/a/ Morrison Health Care, Inc.,*  
10 Case No. C08-03265 PJH. I agree to comply with and to be bound by all the terms of  
11 this Stipulated Protective Order, and I understand and acknowledge that failure to so  
12 comply could expose me to sanctions and punishment in the nature of contempt. I  
13 solemnly promise that I will not disclose in any manner any information or item that is  
14 subject to this Stipulated Protective Order to any person or entity except in strict  
15 compliance with the provisions of this Order.

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

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

24  
25 Date: \_\_\_\_\_

26 City and State where sworn and signed: \_\_\_\_\_

27 Printed name: \_\_\_\_\_

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