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Counsel Listed On Next Page

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

LISA BRABOY, as an individual and  
on behalf of all others similarly  
situated,

Plaintiff,

v.

STAPLES, INC., a corporation, and  
DOES 1 through 50, inclusive,

Defendants.

Case No. C09-04534-PJH

ASSIGNED FOR ALL PURPOSES TO  
THE HON. PHYLLIS J. HAMILTON

**STIPULATED PROTECTIVE  
ORDER**

Action Filed: November 25, 2008

Action Removed: September 25, 2009

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7 Attorneys for Defendants  
8 STAPLES, INC. and STAPLES CONTRACT AND COMMERCIAL, INC.

9 Subject to the approval of this Court, Plaintiff LISA BRABOY  
10 (“Plaintiff”) and Defendants STAPLES CONTRACT AND COMMERCIAL, INC.  
11 (“SCC”) and STAPLES, INC. (collectively, “Defendants”), by and through their  
12 counsel of record, stipulate and agree as follows:

13 **1. PURPOSES AND LIMITATIONS**

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

1 **2. DEFINITIONS**

2 2.1 Party: any party to this action, including all of its officers, directors,  
3 employees, consultants, retained experts, and outside counsel (and their support staff).

4 2.2 Disclosure or Discovery Material: all items or information, regardless of  
5 the medium or manner generated, stored, or maintained (including, among other  
6 things, testimony, transcripts, or tangible things) that are produced or generated in  
7 disclosures or responses to discovery in this matter.

8 2.3 “Confidential” Information or Items: information (regardless of how  
9 generated, stored or maintained) or tangible things that qualify for protection under  
10 standards developed under F.R.Civ.P. 26(c).

11 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:  
12 extremely sensitive “Confidential Information or Items” whose disclosure to another  
13 Party or nonparty would create a substantial risk of serious injury that could not be  
14 avoided by less restrictive means.

15 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material  
16 from a Producing Party.

17 2.6 Producing Party: a Party or non-party that produces Disclosure or  
18 Discovery Material in this action.

19 2.7 Designating Party: a Party or non-party that designates information or  
20 items that it produces in disclosures or in responses to discovery as “Confidential” or  
21 “Highly Confidential – Attorneys’ Eyes Only.”

22 2.8 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

24 2.9 Outside Counsel: attorneys who are not employees of a Party but who  
25 are retained to represent or advise a Party in this action.

26 2.10 House Counsel: attorneys who are employees of a Party.

27 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as  
28 well as their support staffs).

1           2.12 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
3 expert witness or as a consultant in this action and who is not a past or a current  
4 employee of a Party or of a competitor of a Party's and who, at the time of retention,  
5 is not anticipated to become an employee of a Party or a competitor of a Party's. This  
6 definition includes a professional jury or trial consultant retained in connection with  
7 this litigation.

8           2.13 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying; videotaping; translating; preparing exhibits or  
10 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and  
11 their employees and subcontractors.

### 12 **3. SCOPE**

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

### 27 **4. DURATION**

28           Even after the termination of this litigation, the confidentiality obligations

1 imposed by this Order shall remain in effect until a Designating Party agrees  
2 otherwise in writing or a court order otherwise directs.

### 3 **5. 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  
6 Order must take care to limit any such designation to specific material that qualifies  
7 under the appropriate standards. A Designating Party must take care to designate for  
8 protection only those parts of material, documents, items, or oral or written  
9 communications that qualify – so that other portions of the material documents, items,  
10 or communications for which protection is not warranted are not swept unjustifiably  
11 within the ambit of this Order.

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in  
22 this Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise  
23 stipulated or ordered, material that qualifies for protection under this Order must be  
24 clearly so designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (apart from transcripts of  
27 depositions or other pretrial or trial proceedings), that the Producing Party affix the  
28 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

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

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

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

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

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

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

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



1 material is treated in accordance with the provisions of this Order. The Designating  
2 Party may seek ex parte relief to address any situation where the Receiving Party  
3 refuses, either directly or indirectly, to accord proper treatment of materials after  
4 notice of an inadvertent failure to designate by the Designating Party.

## 5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 6.1 Timing of Challenges. Unless a prompt challenge to a Designating  
7 Party's confidentiality designation is necessary to avoid foreseeable substantial  
8 unfairness, unnecessary economic burdens, or a later significant disruption or delay of  
9 the litigation, a Party does not waive its right to challenge a confidentiality designation  
10 by electing not to mount a challenge promptly after the original designation is  
11 disclosed.

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

22 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
23 court intervention, the Designating Party shall file and serve a motion to retain  
24 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-  
25 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of  
26 the parties agreeing that the meet and confer process will not resolve their dispute,  
27 whichever is earlier. Each such motion must be accompanied by a competent  
28

1 declaration affirming that the movant has complied with the meet and confer  
2 requirements imposed in the preceding paragraph. Failure by the Designating Party to  
3 make such a motion including the required declaration within 21 days (or 14 days, if  
4 applicable) shall automatically waive the confidentiality designation for each  
5 challenged designation. In addition, the Challenging Party may file a motion  
6 challenging a confidentiality designation at any time if there is good cause for doing  
7 so, including a challenge to the designation of a deposition transcript or any portions  
8 thereof. Any motion brought pursuant to this provision must be accompanied by a  
9 competent declaration affirming that the movant has complied with the meet and  
10 confer requirements imposed by the preceding paragraph.

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

## 19 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
21 disclosed or produced by another Party or by a non-party in connection with this case  
22 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
23 Material may be disclosed only to the categories of persons and under the conditions  
24 described in this Order. When the litigation has been terminated, a Receiving Party  
25 must comply with the provisions of section 11, below (FINAL DISPOSITION).

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

1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated CONFIDENTIAL  
4 only to:

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

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

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

15           (d) the Court and its personnel;

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

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

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

27           7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
28 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in

1 writing by the Designating Party, a Receiving Party may disclose any information or  
2 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
3 to:

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

8 (b) House Counsel of a Receiving Party (1) to whom disclosure is  
9 reasonably necessary for this litigation, and (3) who has signed the “Agreement to Be  
10 Bound by Protective Order” (Exhibit A);

11 (c) Experts (as defined in this Order) (1) to whom disclosure is  
12 reasonably necessary for this litigation, (2) who have signed the “Agreement to Be  
13 Bound by Protective Order” (Exhibit A), and (3) as to whom the procedures set forth  
14 in paragraph 7.4, below, have been followed;

15 (d) the Court and its personnel;

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

19 (f) the author of the document or the original source of the  
20 information.

21 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
22 **IN OTHER LITIGATION.**

23 If a Receiving Party is served with a subpoena or an order issued in other  
24 litigation that would compel disclosure of any information or items designated in this  
25 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
26 EYES ONLY,” the Receiving Party must so notify the Designating Party, in writing  
27 (by fax, if possible) immediately and in no event more than three court days after  
28 receiving the subpoena or order. Such notification must include a copy of the

1 subpoena or court order. The Receiving Party also must immediately inform in  
2 writing the Party who caused the subpoena or order to issue in the other litigation that  
3 some or all the material covered by the subpoena or order is the subject of this  
4 Protective Order. In addition, the Receiving Party must deliver a copy of this  
5 Stipulated Protective Order promptly to the Party in the other action that caused the  
6 subpoena or order to issue.

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

#### 14 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

#### 23 **10. FILING PROTECTED MATERIAL.**

24 Without written permission from the Designating Party or a court order secured  
25 after appropriate notice to all interested persons, a Party may not file in the public  
26 record in this action any Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
28 only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order  
2 will issue only upon a request establishing that the Protected Material at issue is  
3 privileged, protectable as a trade secret, or otherwise entitled to protection under the  
4 law. If a Receiving Party's request to file Protected Material under seal pursuant to  
5 Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the  
6 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise  
7 instructed by the court.

8 **11. FINAL DISPOSITION.**

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

1 **12. MISCELLANEOUS**

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

4 12.1 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in this  
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8 ground to use in evidence of any of the material covered by this Protective Order.

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

10 Dated: September \_\_, 2010

11 /s/  
12 \_\_\_\_\_  
13 ROD M. FLIEGEL  
14 RYAN P. ESKIN  
15 LITTLER MENDELSON  
16 A Professional Corporation  
17 Attorneys for Defendants  
18 STAPLES, INC. and STAPLES  
19 CONTRACT AND COMMERCIAL,  
20 INC.

16 Dated: September 23, 2010

17 /s/  
18 \_\_\_\_\_  
19 PETER HART  
20 LARRY LEE  
21 KENNETH YOON  
22 ERIC HONIG  
23 Attorneys for Plaintiff  
24 LISA BRABOY

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

24 Dated: September 30\_, 2010

25  
26 HON. PHYLLIS J. HAMILTON  
27 UNITED STATES DISTRICT COURT JUDGE  
28



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

1  
2  
3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
5 have read in its entirety and understand the Stipulated Protective Order that was issued  
6 by the United States District Court for the Northern District of California on  
7 \_\_\_\_\_ in the case of *Lisa Braboy v. Staples, Inc., et al.*, Case No. C09-04534-PJH.  
8 I agree to comply with and to be bound by all the terms of this Stipulated Protective  
9 Order and I understand and acknowledge that failure to so comply could expose me to  
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
11 disclose in any manner any information or item that is subject to this Stipulated  
12 Protective Order to any person or entity except in strict compliance with the  
13 provisions of this Order.

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

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

23 Date: \_\_\_\_\_

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

25 Printed name: \_\_\_\_\_

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