

1 John P. Zaimes (SBN 91933)  
 jzaimes@reedsmith.com  
 2 Roxanne M. Wilson (SBN 94627)  
 rwilson@reedsmith.com  
 3 Jennifer L. Nelson (SBN 228996)  
 jlnelson@reedsmith.com  
 4 REED SMITH LLP  
 355 South Grand Avenue, Suite 2900  
 5 Los Angeles, CA 90071-1514  
 Telephone: +1 213 457 8000  
 6 Facsimile: +1 213 457 8080

The Honorable Claudia Wilken

7 Attorneys for Defendant  
 LeadClick Media, Inc.

8  
 9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

11  
 12 CHRISTOPHER KRAMER, individually  
 and on behalf of all others similarly  
 13 situated,

Case No.: 10-cv-02722-CW

STIPULATED PROTECTIVE ORDER  
AND ORDER

14 Plaintiff,

15 v.

16  
 17 AUTOBYTEL INC., B2MOBILE, LLC,  
 and LEADCLICK MEDIA, INC.,

18 Defendants

19 This stipulation is entered into by plaintiff Christopher Kramer  
 20 (“plaintiff”) and defendants LeadClick Media, Inc, B2 Mobile, Inc. and Autobytel Inc.  
 21 (“defendants”), as follows:

22 1. GOOD CAUSE STATEMENT

23 Documents and information sought and exchanged in discovery in this  
 24 action may contain, disclose or relate to confidential or sensitive personal, financial,  
 25 business or commercial information of plaintiff, defendant, and members of the  
 26 putative class, including, but not limited to, personal contact information, telephone  
 27 records, and confidential and proprietary business plans and materials, such that the  
 28

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1 broad dissemination of information outside of this litigation could result in the  
2 unwarranted disclosure and use of personal contact information and confidential and  
3 sensitive information and may violate individual privacy rights.

4 2. PURPOSES AND LIMITATIONS

5 Disclosure and discovery activity in this action are likely to involve  
6 production of confidential, proprietary, or private information for which special  
7 protection from public disclosure and from use for any purpose other than prosecuting  
8 this litigation would be warranted. Accordingly, the parties hereby stipulate to and  
9 petition the court to enter the following Stipulated Protective Order. The parties  
10 acknowledge that this Order does not confer blanket protections on all disclosures or  
11 responses to discovery and that the protection it affords from public disclosure and use  
12 extends only to the limited information or items that are entitled under the applicable  
13 legal principles to treatment as confidential. The parties further agree that this  
14 Stipulated Protective Order is not intended to and shall not operate to limit discovery  
15 otherwise permissible under the Federal Rules of Civil Procedure. The parties further  
16 acknowledge, as set forth in Section 13, below, that this Stipulated Protective Order  
17 creates no entitlement to file confidential information under seal; Civil Local Rule 79-  
18 5 sets forth the procedures that must be followed and reflects the standards that will be  
19 applied when a party seeks permission from the court to file material under seal.

20 3. DEFINITIONS

21 3.1 Party: any party to this action, including plaintiff Christopher  
22 Kramer and defendants LeadClick Media, Inc, B2 Mobile, Inc. and Autobyte Inc.,  
23 including all of his or its officers, directors, employees, consultants, retained experts,  
24 and Outside Counsel of Record (and their support staff).

25 3.2 Non-Party: any natural person, partnership, corporation,  
26 association, or other legal entity not named as a Party to this action.

27 3.3 Disclosure or Discovery Material: all items or information,  
28 regardless of the medium or manner generated, stored, or maintained (including,

1 among other things, testimony, transcripts, or tangible things) that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3 3.4 “CONFIDENTIAL” information or Items: information (regardless  
4 of how generated, stored or maintained) or tangible things that qualify for protection  
5 under standards developed under F.R.Civ.P. 26(c).

6 3.5 Receiving Party: a Party that receives Disclosure or Discovery  
7 Material from a Producing Party.

8 3.6 Related Arbitration: an arbitration between the Parties, or between  
9 a Party and a non-party, for breach of contract or indemnity related to a claim in this  
10 litigation against one or more of the Parties.

11 3.7 Producing Party: a Party or non-party that produces Disclosure or  
12 Discovery Material in this action.

13 3.8 Designating Party: a Party or non-party that designates  
14 information or items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL.”

16 3.9 Challenging Party: a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 3.10 Protected Material: any Disclosure or Discovery Material that is  
19 designated as “CONFIDENTIAL.”

20 3.11 Outside Counsel of Record: attorneys who are not employees of a  
21 Party but who are retained to represent or advise a Party and have appeared in this  
22 action on behalf of that Party or are associated with a law firm which has appeared on  
23 behalf of that Party, including attorneys at the law offices of Clifford A. Cantor,  
24 Edelson McGuire, LLC, Summit Law Group, PLLC, Davis Wright Tremaine, LLP,  
25 Reed Smith, LLP, Hanson Bridgett LLP.

26 3.12 House Counsel: attorneys who are employees of a Party. House  
27 Counsel does not include any Outside Counsel of Record or any other outside counsel.  
28

1           3.13 Counsel (without qualifier): Outside Counsel of Record and House  
2 Counsel (as well as their support staffs).

3           3.14 Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this action.

6           3.15 Professional Vendors: persons or entities that provide litigation  
7 support services (e.g., photocopying; videotaping; translating; preparing exhibits or  
8 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and  
9 their employees and subcontractors.

10           4.     SCOPE

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

24           5.     DURATION

25           Even after final disposition of this litigation, the confidentiality  
26 obligations imposed by this Order shall remain in effect until a Designating Party  
27 agrees otherwise in writing or a court order otherwise directs. Final disposition shall  
28 be deemed to be the later of (1) dismissal of all claims and defenses in this action,

1 with or without prejudice; or (2) final judgment herein after the completion and  
2 exhaustion all appeals, rehearings, remands, trials or reviews of this action, including  
3 the time limits for the filing of any motions or applications for extension of time  
4 pursuant to applicable law; and (3) the arbitrator's award in any Related Arbitration  
5 and final judgment in any judicial review of the arbitrator's award.

6 6. DESIGNATING PROTECTED MATERIAL

7 6.1 Exercise of Restraint and Care in Designating Material for  
8 Protection. Each Party or non-party that designates information or items for protection  
9 under this Order must take care to limit any such designation to specific material that  
10 qualifies under the appropriate standards. To the extent it is practical to do so, the  
11 Designating Party should designate for protection only those parts of material,  
12 documents, items, or oral or written communications that qualify - so that other  
13 portions of the material, documents, items, or communications for which protection is  
14 not warranted are not swept unjustifiably within the ambit of this Order.

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

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

23 6.2 Manner and Timing of Designations. Except as otherwise provided  
24 in this Order (see, e.g., second paragraph of section 6.2(a), below), or as otherwise  
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
26 under this Order must be clearly so designated before the material is disclosed or  
27 produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic  
2 documents but not transcripts of depositions or other pretrial or trial proceedings), that  
3 the Producing Party affix the legend “CONFIDENTIAL” to each page that contains  
4 protected material. If only a portion or portions of the material on a page qualifies for  
5 protection, the Producing Party also must clearly identify the protected portion(s)  
6 (e.g., by making appropriate markings in the margins)

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 “CONFIDENTIAL.” After the inspecting Party has  
12 identified the documents it wants copied and produced, the Producing Party must  
13 determine which documents, or portions thereof, qualify for protection under this  
14 Order, then, before producing the specified documents, the Producing Party must affix  
15 the “CONFIDENTIAL” legend to each page that contains Protected Material. If only  
16 a portion or portions of the material on a page qualifies for protection, the Producing  
17 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
18 markings in the margins).

19 (b) for testimony given in deposition or in other pretrial or trial  
20 proceedings, that the Designating Party identify on the record, before the close of the  
21 deposition, hearing, or other proceeding, all protected testimony.

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

1           6.3 Inadvertent Failures to Designate. If timely corrected, an  
2 inadvertent failure to designate qualified information or items does not, standing  
3 alone, waive the Designating Party’s right to secure protection under this Order for  
4 such material. Upon timely correction of a designation, the Receiving Party must  
5 make reasonable efforts to assure that the material is treated in accordance with the  
6 provisions of this Order.

7           7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8           7.1 Timing of Challenges. Any Party or Non-Party may challenge a  
9 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
10 Party’s confidentiality designation is necessary to avoid foreseeable substantial  
11 unfairness, unnecessary economic burdens, or a later significant disruption or delay of  
12 the litigation, a Party does not waive its right to challenge a confidentiality designation  
13 by electing not to mount a challenge promptly after the original designation is  
14 disclosed.

15           7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process by providing written notice of each designation it is challenging  
17 and describing the basis for each challenge. To avoid ambiguity as to whether a  
18 challenge has been made, the written notice must recite that the challenge to  
19 confidentiality is being made according to this specific paragraph of the Protective  
20 Order. The parties shall attempt to resolve each challenge in good faith and must  
21 begin the process by conferring directly within fourteen days of the date of service of  
22 notice (in voice to voice dialogue; other forms of communication are not sufficient).  
23 In conferring, the Challenging Party must explain the basis for its belief that the  
24 confidentiality designation was not proper and must give the Designating Party an  
25 opportunity to review the designated material, to reconsider the circumstances, and, if  
26 no change in designation is offered, to explain the basis for the chosen designation. A  
27 Challenging Party may proceed to the next stage of the challenge process only if it has  
28

1 engaged in this meet and confer process first or establishes that the Designating Party  
2 is unwilling to participate in the meet and confer process in a timely manner.

3 7.3 Judicial Intervention. If the Parties cannot resolve a challenge  
4 without court intervention, the Designating Party shall file and serve a motion under  
5 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) to  
6 retain confidentiality within 21 days of the initial notice of challenge or within  
7 fourteen days of the parties agreeing that the meet and confer process will not resolve  
8 their dispute. Each such motion must be accompanied by a competent declaration that  
9 affirms that the movant has complied with the meet and confer requirements imposed  
10 in the preceding paragraph. Failure by the Designating Party to make such a motion  
11 or to file such declaration within 21 days shall automatically waive the confidentiality  
12 designation for each challenged designation. Notwithstanding this provision, the  
13 Challenging Party may file a motion challenging a confidentiality designation at any  
14 time if there is good cause for doing so, including a challenge to the designation of a  
15 deposition transcript or any portions thereof. Any motion brought pursuant to this  
16 provision must be accompanied by a competent declaration affirming that the movant  
17 has complied with the meet and confer requirements imposed by the preceding  
18 paragraph.

19 The burden of persuasion in any such challenge proceeding shall be on  
20 the Designating Party. Frivolous challenges, or those made for an improper purpose  
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
22 expose the Challenging Party to sanctions. Until the court rules on the challenge, all  
23 parties shall continue to afford the material in question the level of protection to which  
24 it is entitled under the Producing Party's designation.

25 8. ACCESS TO AND USE OF PROTECTED MATERIAL

26 8.1 Basic Principles. A Receiving Party may use Protected Material  
27 that is disclosed or produced by another Party or by a non-party in connection with  
28 this case only for prosecuting, defending, or attempting to settle this litigation, any



1 Related Arbitration, or both. Such Protected Material may be disclosed only to the  
2 categories of persons and under the conditions described in this Order. When the  
3 litigation has been terminated, a Receiving Party must comply with the provisions of  
4 section 15, below (FINAL DISPOSITION).

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

8 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated CONFIDENTIAL  
11 only to:

12 (a) The Receiving Party’s Outside Counsel of Record in this action, as  
13 well as employees of said Counsel to whom it is reasonably necessary to disclose the  
14 information for this litigation;

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

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

22 (d) the Court and its personnel;

23 (e) court reporters, their staffs, professional jury or trial consultants,  
24 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
25 for this litigation and who have signed the “Agreement to Be Bound by Protective  
26 Order” (Exhibit A);

27 (f) during their depositions, witnesses in the action to whom  
28 disclosure is reasonably necessary and who have signed the “Agreement to Be Bound

1 by Protective Order” (Exhibit A). Pages of transcribed deposition testimony or  
2 exhibits to depositions that reveal Protected Material must be separately bound by the  
3 court reporter and may not be disclosed to anyone except as permitted under this  
4 Stipulated Protective Order;

5 (g) the author or recipient of a document containing the information or  
6 a person who otherwise possessed or knew the information;

7 (h) in any Related Arbitration, the arbitrator, arbitrator’s staff, the non-  
8 party (including its officers, directors, employees, and attorneys), experts, and court  
9 reporters who have signed the “Agreement to Be Bound by Protective Order” (Exhibit  
10 A).

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

13 If a Receiving Party is served with a subpoena or an order issued in other  
14 litigation that would compel disclosure of any information or items designated in this  
15 action as “CONFIDENTIAL” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification  
17 must include a copy of the subpoena or court order;

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

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

24 If the Designating Party timely seeks a protective order, the Party served  
25 with the subpoena or order shall not produce any information designated in this action  
26 as “CONFIDENTIAL” prior to a determination by the court from which the subpoena  
27 or order issued or obtaining the Designating Party’s permission. The Designating  
28 Party shall bear the burdens and the expenses of seeking protection in that court of its

1 confidential material - and nothing in these provisions should be construed as  
2 authorizing or encouraging a Receiving Party in this action to disobey a lawful  
3 directive from another court.

4 10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by  
7 a non-party in this action and designated as "CONFIDENTIAL," and such  
8 information produced by non-parties in connection with this litigation is protected by  
9 the remedies and relief provided by this Order. Nothing in these provisions should be  
10 construed as prohibiting a non-party from seeking additional protections.

11 (b) In the event that a Party is required by a valid discovery request to  
12 produce a non-party's confidential information in its possession and the Party is  
13 subject to an agreement with the non-party not to produce the non-party's confidential  
14 information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the non-  
16 party that some or all the confidential information requested is subject to the  
17 confidentiality rights of a non-party,

18 (2) promptly provide the non-party with a copy of the Stipulated  
19 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
20 particular description of the information requested; and

21 (3) make the information requested available for inspection by  
22 the non-party.

23 (c) If the non-party fails to object or seek a protective order from this  
24 Court within fourteen days of receiving the notice and accompanying information, the  
25 Receiving Party may produce the non-party's confidential information responsive to  
26 the discovery request. If the non-party timely seeks a protective order, the Receiving  
27 Party shall not produce any information in its possession or control that is subject to  
28 the confidentiality rights of the non-party prior to the issuance of a Court order or

1 permission of that non-party.<sup>1</sup> Absent a Court order to the contrary, the non-party  
2 shall bear the burden and expense of seeking protection in this Court of its Protected  
3 Material.

4 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

13 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
14 PROTECTED MATERIAL

15 When a producing party gives notice to the other parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other protection,  
17 the obligations of the parties that received such material are those set forth in Rule  
18 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended to  
19 modify whatever procedure may be established in an e-discovery order that provides  
20 for production without prior privilege review.

21 13. FILING PROTECTED MATERIAL

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

27 <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a non-party  
28 and to afford the interested parties an opportunity to protect their confidentiality interests in this Court.

1 of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing  
2 order will issue only upon a request establishing that the Protected Material at issue is  
3 privileged or protectable as a trade secret or otherwise entitled to protection under the  
4 law.

5 14. MISCELLANEOUS

6 14.1 Right to Further Relief. Nothing in this Order abridges the right of  
7 any person to seek its modification by the Court in the future.

8 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13 15. FINAL DISPOSITION

14 Within sixty days after the final disposition of this action and any Related  
15 Arbitration (if Protected Material has been disclosed in the arbitration), as defined in  
16 section 5, each Receiving Party must either return all Protected Material to the  
17 Producing Party or destroy such material and provide written certification under oath  
18 of such destruction. As used in this subdivision, “all Protected Material” includes all  
19 copies, abstracts, compilations, summaries or any other form of reproducing or  
20 capturing any of the Protected Material. Whether the Protected Material is returned or  
21 destroyed, the Receiving Party must submit a written certification to the Producing  
22 Party (and, if not the same person or entity, to the Designating Party) by the sixty day  
23 deadline that identifies (by category where such category or categories are first  
24 provided by Designating Party), where appropriate) all the Protected Material that was  
25 returned or destroyed and that affirms that the Receiving Party has not retained any  
26 copies, abstracts, compilations, summaries or other forms of reproducing or capturing  
27 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
28 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing

1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
2 reports, attorney work product and consultant and expert work product, even if such  
3 materials contain Protected Material. Any such archival copies that contain or  
4 constitute Protected Material remain subject to this Protective Order as set forth in  
5 Section 5 (DURATION), above.

6 Pursuant to General Order No. 45, section X.B., the attorney filing this  
7 proposed stipulated order attests that he or she has obtained the concurrence of the  
8 non-filing attorneys listed below.

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 Dated: August 11, 2010

EDELSON McGUIRE, LLC  
Attorneys for Plaintiff

11  
12 By: /s/ Christopher Dore  
13 Christopher Dore  
14 *cdore@edelson.com*

15 Dated: August 11, 2010

SUMMIT LAW GROUP PLLC  
Attorneys for Defendant B2Mobile, LLC

16  
17 By: /s/ Molly A. Terwilliger  
18 Philip S. McCune  
19 Molly A. Terwilliger  
20 *philm@summitlaw.com*  
*mollyt@summitlaw.com*

21 Dated: August 11, 2010

DAVIS WRIGHT TREMAINE LLP  
Attorneys for Defendant Autobyte Inc.

22  
23 By: /s/ Randy Gainer  
24 Randy Gainer  
25 Kenneth Payson  
26 Thomas R. Burke  
27 *randygainer@dwt.com*  
*kenpayson@dwt.com*  
28 *thomasburke@dwt.com*

1 Dated: August 11, 2010

REED SMITH, LLP  
Attorneys for Defendant LeadClick Media, Inc.

2 By: /s/ Jennifer L. Nelson

3 John P. Zaines

4 Roxanne M. Wilson

Jennifer L. Nelson

5 *jzaines@reedsmith.com*

6 *rwilson@reedsmith.com*

7 *jlnelson@reedsmith.com*

8 Dated: August 11, 2010

Hanson Bridgett LLP

Attorneys for Defendant B2Mobile, LLC

9 By: /s/ Arman Javid

10 Arman Javid

11 Megan Oliver Thompson

Raymond Francis Lynch

12 *ajavid@hansonbridgett.com*

13 *moliver@hansonbridgett.com*

14 *rlynch@hansonbridgett.com*

15 PURSUANT TO STIPULATION, IT IS SO ORDERED.

16  
17  
18 DATED: 8/13/2010



19 CLAUDIA WILKEN

20 United States District Judge

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  
5 that I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Northern District of California on  
7 [date] in the case of *Kramer v. Autobytel, et al.*, 10-cv-02722-CW. I agree to comply  
8 with and to be bound by all the terms of this Stipulated Protective Order and I  
9 understand and acknowledge that failure to so comply could expose me to sanctions  
10 and punishment in the nature of contempt. I solemnly promise that I will not disclose  
11 in any manner any information or item that is subject to this Stipulated Protective  
12 Order to any person or entity except in strict compliance with the provisions of this  
13 Order.

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

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

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

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

25 Printed name: \_\_\_\_\_  
26 [printed name]

27 Signature: \_\_\_\_\_  
28 [signature]

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware