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 SMITH INCORPORATED, MERRILL LYNCH &
 13 CO., INC., and BRIAN RILEY

14
 15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 OAKLAND DIVISION

19 KEVIN MARTIN, DAVID NORRIS,
 20 FRANK STONE, individually and on
 behalf of all others similarly situated,

CASE NO. CV-10-4020-CW

21 Plaintiff,

STIPULATED PROTECTIVE ORDER

22 vs.

23 MERRILL LYNCH, PIERCE, FENNER &
 24 SMITH, INCORPORATED; MERRILL
 LYNCH & CO., INC., BRIAN RILEY and
 DOES 1-20,

25 Defendants.
 26

1 This Stipulated Protective Order is entered into between Plaintiffs Kevin Martin, David
2 Norris and Frank Stone and Defendants Merrill Lynch, Pierce, Fenner & Smith, Incorporated,
3 Merrill Lynch & Co., Inc., and Brian Riley to address the confidentiality of certain materials to be
4 produced by the parties and non-parties in two separate actions: *Martin v. Merrill Lynch, Pierce,*
5 *Fenner & Smith, Incorporated*, Case No. CV-10-04020-CW and *Shaffer v. Merrill Lynch, Pierce,*
6 *Fenner & Smith, Incorporated*, Case No. CV-10-03943-CRB. Collectively, these two
7 proceedings will be referred to as the “Litigation.”

8 It is hereby stipulated and agreed that:

9 1. **PURPOSES AND LIMITATIONS**

10 Disclosure and discovery activity in the Litigation is likely to involve production
11 of confidential, proprietary, or private information for which special protection from public
12 disclosure and from use for any purpose other than prosecuting the Litigation may be warranted.
13 The Litigation includes two separate cases that the Parties believe will involve some overlapping
14 discoverable information. Nothing in this Stipulated Protective Order, however, is intended to
15 concede the relevance or admissibility of any particular document or information that is produced
16 in connection with either case. The Parties expressly reserve all such objections.

17 Subject to this reservation, the Parties hereby stipulate to and petition the court to enter the
18 following Stipulated Protective Order (“Order”). The parties acknowledge that this Order does
19 not confer blanket protections on all disclosures or responses to discovery and that the protection
20 it affords extends only to the limited information or items that are entitled under the applicable
21 legal principles to confidential treatment. The parties further acknowledge, as set forth in Section
22 12 below, that this Order does not entitle them to file confidential information under seal; Civil
23 Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that
24 will be applied when a party seeks permission from the court to file material under seal.

25 2. **DEFINITIONS**

26 2.1 **Challenging Party**: a Party or non-party that challenges the designation of
27 information or items under this Order.
28

1 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how
2 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule
3 of Civil Procedure 26(c).

4 2.3 Counsel (without qualifier): Outside Counsel of Record and House
5 Counsel (as well as their support staffs).

6 2.4 Designating Party: a Party or non-party that designates information or
7 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

9 2.5 Disclosure or Discovery Material: all items or information, regardless of
10 the medium or manner generated, stored, or maintained (including, among other things,
11 testimony, transcripts, and tangible things) that are produced or generated in disclosures or
12 responses to discovery in the Litigation.

13 2.6 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to litigation who has been retained by a Party or its counsel to serve as an expert witness
15 or as a consultant in the Litigation.

16 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
17 Information or Items: extremely sensitive “CONFIDENTIAL” information or items whose
18 disclosure to another Party or non-party would create a substantial risk of serious injury that could
19 not be avoided by less restrictive means.

20 2.8 House Counsel: attorneys who are employees of a party to the Litigation.

21 2.9 Outside Counsel of Record: attorneys who are not employees of a Party
22 but are retained to represent or advise a Party in the Litigation and have appeared on behalf of
23 that Party or are affiliated with a law firm that has appeared on behalf of that Party.

24 2.10 Party: any party to the Litigation, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their support
26 staffs).

27 2.11 Producing Party: a Party or non-party that produces Disclosure or
28 Discovery Material in the Litigation.

1 2.12 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
3 organizing, storing, or retrieving data in any form or medium) and their employees and
4 subcontractors.

5 2.13 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY.”

8 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10 3. **SCOPE**

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

23 The protections conferred by this Order also extend to all materials produced by
24 the Parties in two prior arbitration actions (*Genoni v. Merrill Lynch, Pierce, Fenner & Smith Inc.*
25 *& Shaffer*, FINRA No. 07-02208, and *Shaffer v. Merrill Lynch, Pierce, Fenner & Smith Inc.*,
26 JAMS Ref. No. 1100059206) (the “prior arbitrations”) and designated as “Confidential” under a
27 prior-arbitration Confidentiality Agreement and Protective Order (“Confidentiality Agreement”).
28 Insofar as these prior-arbitration Confidentiality Agreements limited use of materials designated

1 as “Confidential,” they are heretofore superseded as concerning materials exchanged between the
2 Parties. Instead, any materials designated as “Confidential” that were exchanged between the
3 Parties in the prior arbitrations can be used in connection with the Litigation and will be treated as
4 “CONFIDENTIAL” under this Order unless the Designating Party informs the Receiving Party
5 that the designation is being removed or otherwise changed. The Parties expressly reserve the
6 right to object on any ground to use in evidence of materials covered by this paragraph.

7 4. **DURATION**

8 Even after final disposition of the Litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing
10 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
11 dismissal of all claims and defenses in the Litigation, with or without prejudice; and (2) final
12 judgment therein after the completion and exhaustion of all appeals, rehearings, remands, trials,
13 or reviews, including the time limits for filing any motions or applications for extension of time
14 pursuant to applicable law.

15 5. **DESIGNATING PROTECTED MATERIAL**

16 5.1 **Exercise of Restraint and Care in Designating Material for Protection.**

17 Each Party or non-party that designates information or items for protection under this Order must
18 take care to limit any such designation to specific material that qualifies under the appropriate
19 standards. The Designating Party must take care to designate for protection only those parts of
20 material, documents, items, or oral or written communications that qualify – so that other portions
21 of the material, documents, items, or communications for which protection is not warranted are
22 not swept unjustifiably within the ambit of this Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations that
24 are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
25 unnecessarily encumber or delay the case development process or to impose unnecessary
26 expenses and burden on other parties) expose the Designating Party to sanctions. If it comes to a
27 Designating Party’s attention that information or items that it designated for protection do not
28

1 qualify for protection, that Designating Party must promptly notify all other parties that it is
2 withdrawing the mistaken designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in this
4 Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered,
5 material that qualifies for protection under this Order must be clearly designated before the
6 material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) *for information in documentary form* (e.g., paper or electronic documents, but
9 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
10 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
11 EYES ONLY” to each page that contains protected material. If only a portion or portions of the
12 material on a page qualifies for protection, the Producing Party also must clearly identify the
13 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
14 each portion, the level of protection being asserted.

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

27 (b) *for testimony given in deposition or in other pretrial or trial proceedings*, that
28 the Designating Party may identify on the record, before the close of the deposition, hearing, or

1 other proceeding, all protected testimony and, for each portion, the level of protection being
2 asserted. The Designating Party may also within 30 days inform the court reporter and other
3 Parties of the specific portions of testimony as to which protection is sought, specifying the level
4 of protection being asserted. Only those portions of the testimony that are appropriately
5 designated for protection within the 30 days shall be covered by the provisions of this Order.

6 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
7 Material may not be disclosed to anyone except as permitted under this Order, and must be
8 separately bound by the court reporter, who must affix to the top of each page the legend
9 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) as
10 instructed by the Designating Party.

11 (c) *for information produced in some form other than documentary and for any*
12 *other tangible items*, that the Producing Party affix in a prominent place on the exterior of the
13 container(s) in which the information is stored the appropriate legend (“CONFIDENTIAL” or
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). If only a portion or portions of
15 the information or item warrant protection, the Producing Party, to the extent practicable, shall
16 identify the protected portions and specify, for each portion, the level of protection being asserted.

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
18 failure to designate qualified information or items as “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” does not, standing alone, waive the
20 Designating Party’s right to secure protection under this Order for such material. Upon timely
21 correction of a designation, the Receiving Party must make reasonable efforts to assure that the
22 material is treated in accordance with the provisions of this Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s
25 confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
26 economic burdens, or a significant disruption or delay of litigation, a Party does not waive its
27 right to challenge a confidentiality designation by electing not to mount a challenge promptly
28 after the original designation is disclosed.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process by providing written notice (including email or fax) of each designation it is
3 challenging and describing the basis for each challenge. To avoid ambiguity as to whether a
4 challenge has been made, the written notice must recite that the challenge to confidentiality is
5 being made in accordance with this specific paragraph of the Protective Order. The parties,
6 acting in good faith, must begin the process by conferring directly (in voice to voice dialogue;
7 other forms of communication are not sufficient). In conferring, the Challenging Party must
8 explain the basis for its belief that the confidentiality designation was not proper and must give
9 the Designating Party an opportunity to review the designated material, to reconsider the
10 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
11 designation. A Challenging Party may proceed to the next stage of the challenge process only if
12 it has engaged in this meet and confer process first or establishes that the Designating Party is
13 unwilling to participate in the meet and confer process in a timely manner.

14 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
15 court intervention, the Challenging Party may file and serve a motion to remove confidentiality
16 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that
17 identifies the challenged material and sets forth in detail the basis for the challenge. Each such
18 motion must be accompanied by a competent declaration affirming that the movant has complied
19 with the meet and confer requirements imposed in the preceding paragraph.

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

25 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a non-party in connection with the Litigation solely
28 and exclusively for prosecuting, defending, or attempting to settle the Litigation. Such Protected

1 Material may be disclosed only to the categories of persons and under the conditions described in
2 this Order. When the Litigation has been terminated, a Receiving Party must comply with the
3 provisions of Section 14 below (FINAL DISPOSITION). This Order does not restrict in any
4 manner the use or disclosure by any Producing Party of any information in its own documents
5 and things. Protected Material must be stored and maintained by a Receiving Party at a location
6 and in a secure manner that ensures that access is limited to the persons authorized under this
7 Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
9 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
10 disclose any information or item designated “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in the Litigation, as well as
12 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
13 information and who have signed the “Acknowledgement and Agreement to be Bound” that is
14 attached hereto as Exhibit A;

15 (b) the officers, directors, and employees (including House Counsel) of the
16 Receiving Party to whom disclosure is reasonably necessary and who have signed the
17 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

18 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
19 reasonably necessary and who have signed the “Acknowledgement and Agreement to be Bound”
20 (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff, professional jury or trial consultants, and
23 Professional Vendors to whom disclosure is reasonably necessary and who have signed the
24 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

25 (f) during their depositions, witnesses to whom disclosure is reasonably necessary
26 and who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A), unless
27 otherwise agreed by the Designating Party or ordered by the court.
28

1 (g) the author or recipient of a document containing the information or a custodian
2 or other person who otherwise possessed or knew the information.

3 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by
5 the Designating Party, a Receiving Party may disclose any information or item designated
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

7 (a) the Receiving Party’s Outside Counsel of Record, as well as employees of said
8 Outside Counsel of Record to whom it is reasonably necessary to disclose the information and
9 who have signed the “Acknowledgement and Agreement to Be Bound” that is attached hereto as
10 Exhibit A;

11 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
12 reasonably necessary and who have signed the “Acknowledgement and Agreement to Be Bound”
13 (Exhibit A);

14 (c) the court and its personnel;

15 (d) court reporters, their staff, and Professional Vendors to whom disclosure is
16 reasonably necessary and who have signed the “Acknowledgement and Agreement to Be Bound”
17 (Exhibit A);

18 (e) the author of a document containing the information or the original source of
19 the information.

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

22 If a Receiving Party is served with a subpoena or a court order issued in other
23 litigation that compels disclosure of any information or items designated in the Litigation as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”, that party
25 must:

26 (a) promptly notify in writing (by email or fax, if possible) the Designating Party,
27 and in no event more than 3 business days after receiving the subpoena or order. Such
28 notification shall include a copy of the subpoena or court order;

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

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

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

14 9. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
15 **PRODUCED IN THIS LITIGATION**

16 The terms of this Order are applicable to information produced by a non-party in
17 the Litigation and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY.” Such information produced by non-parties in connection with
19 the Litigation is protected by the remedies and relief provided by this Order. Nothing in these
20 provisions should be construed as prohibiting a non-party from seeking additional protections.

21 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstances not authorized under this Order, the
24 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
25 disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Protected Material;
26 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
27 this Order, and (d) request such persons to execute the “Acknowledgement and Agreement to Be
28 Bound” that is attached hereto as Exhibit A.

1 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection, the
5 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
6 26(b)(5)(B).

7 Pursuant to Federal Rule of Evidence 502(d) and (e), neither the attorney-client privilege
8 nor the work product doctrine shall be waived by disclosure of any document or information by
9 any Party to any other Party or by any non-party providing documents in response to a subpoena
10 issued in connection with the Litigation. No Party shall assert that any other Party or non-party
11 has waived any such privilege or protection solely as a result of such disclosure of documents or
12 information subject to a claim of privilege or protection, whether or not such production or
13 disclosure was preceded by any review or effort to identify such privileged or protected
14 documents or information prior to production. Nothing contained herein, however, shall preclude
15 or restrict the right of any Party or non-party (1) to perform a review for the purpose of
16 identifying privileged or protected documents or information prior to the disclosure thereof if the
17 Party or non-party chooses to do so, or (2) to withhold the production or disclosure of any
18 document or information that the Party or non-party believes to be privileged or protected.

19 Except as expressly set forth herein, nothing in this Order shall modify the law regarding
20 the attorney-client privilege, the work product doctrine, or trade secret or other confidential
21 research, development, or commercial information.

22 12. **FILING PROTECTED MATERIAL**

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

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13. **MISCELLANEOUS**

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

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

14. **FINAL DISPOSITION**

Within 60 days after the final disposition of the Litigation (as defined in Section 4), each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material, with the exception of materials inadvertently created through, and stored in, a Party’s or its Counsel’s disaster-recovery backup system. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material, with the exception of materials inadvertently created through, and stored in, a Party or its Counsel’s disaster-recovery backup system. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Order as set forth in Section 4 (DURATION).

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

DATED: February _____, 2011

Bartko, Zankel, Tarrant & Miller

By: _____
Robert H. Bunzel
Attorneys for Plaintiffs

DATED: February 11, 2011


Munger, Tolles & Olson LLP

By: /s/ Victoria L. Boesch
Victoria L. Boesch
Attorneys for Defendants

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 2/15/2011


The Honorable Claudia Wilken
United States District Court
Northern District of California

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EXHIBIT A

ACKNOWLEDGEMENT 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 _____ in the case of *Martin v. Merrill Lynch, Pierce, Fenner & Smith, Incorporated*, Case No. CV-10-04020-CW. 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]