

Trucker ♦ Huss  
A Professional Corporation  
100 Montgomery Street, 23<sup>rd</sup> Floor  
San Francisco, California 94104

1 Teresa S. Renaker, No. 187800  
Lindsay Nako, No. 239090  
2 Julie Wilensky, No. 271765  
LEWIS, FEINBERG, LEE, RENAKER & JACKSON P.C.  
3 476 9<sup>th</sup> Street  
Oakland, CA 94607  
4 Telephone: (510) 839-6824  
Facsimile: (510) 839-7839  
5 trenaker@lewisfeinberg.com  
lnako@lewisfeinberg.com  
6 jwilensky@lewisfeinberg.com

7 J. TIMOTHY NARDELL, No. 184444  
NARDELL CHITSAZ & ASSOCIATES LLP  
8 790 Mission Avenue  
San Rafael, CA 94901  
9 Telephone: (415) 485-2200  
Facsimilie: (415) 457-1420  
10 tim@ncalegal.com

11 ***Attorneys for Plaintiffs***

12 R. Bradford Huss, No. 71303  
Virginia H. Perkins, No. 215832  
13 Michelle Schuller, No. 255787  
TRUCKER ♦ HUSS  
14 A Professional Corporation  
100 Montgomery Street, 23<sup>rd</sup> Floor  
15 San Francisco, California 94104  
Telephone: (415) 788-3111  
16 Facsimile: (415) 421-2017  
E-mail: bhuss@truckerhuss.com  
17 vperkins@truckerhuss.com  
mschuller@truckerhuss.com

18 ***Attorneys for Defendants***

19 UNITED STATES DISTRICT COURT  
20 NORTHERN DISTRICT OF CALIFORNIA  
21 OAKLAND DIVISION

22 MARIO L. ORSOLINI and ANDREW M.  
23 LEVINE,

24 Plaintiffs,

25 vs.

26 MEAD CLARK LUMBER CO. AKA MEAD  
27 CLARK LUMBER COMPANY, INC. and  
RANDAL J. DESTRUDEL,

28 Defendants.

Case No. C10- 04478 SBA (LB)

**STIPULATED  
PROTECTIVE ORDER**

1           1.     PURPOSES AND LIMITATIONS

2                     Disclosure and discovery activity in this action are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
6 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
7 all disclosures or responses to discovery and that the protection it affords from public disclosure  
8 and use extends only to the limited information or items that are entitled to confidential treatment  
9 under the applicable legal principles. The parties further acknowledge, as set forth in Section 10.3,  
10 below, that this Stipulated Protective Order does not entitle them to file confidential information  
11 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards  
12 that will be applied when a party seeks permission from the court to file material under seal.

13           2.     DEFINITIONS

14                     2.1     Challenging Party: a Party or Non-Party that challenges the designation of  
15 information or items under this Order.

16                     2.2     “CONFIDENTIAL” Information or Items: information (regardless of how it  
17 is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
18 of Civil Procedure 26(c).

19                     2.3     Counsel (without qualifier): Outside Counsel of Record and House Counsel  
20 (as well as their support staff).

21                     2.4     Designating Party: a Party or Non-Party that designates information or  
22 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.

24                     2.5     Disclosure or Discovery Material: all items or information, regardless of the  
25 medium or manner in which it is generated, stored, or maintained (including, among other things,  
26 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
27 responses to discovery in this matter.

28                     2.6     Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an expert  
2 witness or as a consultant in this action, (2) is not a past or current employee of a Party or of a  
3 Party’s competitor, and (3) at the time of retention, is not anticipated to become an employee of a  
4 Party or of a Party’s competitor.

5           2.7    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information  
6 or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another  
7 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less  
8 restrictive means.

9           2.8    House Counsel: attorneys who are employees of a party to this action.  
10 House Counsel does not include Outside Counsel of Record or any other outside counsel.

11           2.9    Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this action.

13           2.10   Outside Counsel of Record: attorneys who are not employees of a party to  
14 this action but are retained to represent or advise a party to this action and have appeared in this  
15 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that  
16 party.

17           2.11   Party: any party to this action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

19           2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this action.

21           2.13   Professional Vendors: persons or entities that provide litigation support  
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
23 organizing, storing, or retrieving data in any form or medium) and their employees and  
24 subcontractors.

25           2.14   Protected Material: any Disclosure or Discovery Material that is designated  
26 as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

27           2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1           3.     SCOPE

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

14           4.     DURATION

15           Even after final disposition of this litigation, the confidentiality obligations imposed  
16 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
17 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
18 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the  
19 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
20 including the time limits for filing any motions or applications for extension of time pursuant to  
21 applicable law.

22           5.     DESIGNATING PROTECTED MATERIAL

23           5.1    Exercise of Restraint and Care in Designating Material for Protection. Each

24 Party or Non-Party that designates information or items for protection under this Order must take  
25 care to limit any such designation to specific material that qualifies under the appropriate  
26 standards. To the extent it is practical to do so, the Designating Party must designate for protection  
27 only those parts of material, documents, items, or oral or written communications that qualify – so  
28 that other portions of the material, documents, items, or communications for which protection is

1 not warranted are not swept unjustifiably within the ambit of this Order.

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

6 If it comes to a Designating Party’s attention that information or items that it  
7 designated for protection do not qualify for protection at all or do not qualify for the level of  
8 protection initially asserted, that Designating Party must promptly notify all other parties that it is  
9 withdrawing the mistaken designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
11 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
12 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
13 designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

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

22 A Party or Non-Party that makes original documents or materials available for  
23 inspection need not designate them for protection until after the inspecting Party has indicated  
24 which material it would like copied and produced. During the inspection and before the  
25 designation, all of the material made available for inspection shall be deemed “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the  
27 documents it wants copied and produced, the Producing Party must determine which documents, or  
28 portions thereof, qualify for protection under this Order. Then, before producing the specified

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

6 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
7 the Designating Party identify on the record, before the close of the deposition, hearing, or other  
8 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
9 impractical to identify separately each portion of testimony that is entitled to protection and it  
10 appears that substantial portions of the testimony may qualify for protection, the Designating Party  
11 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right  
12 to have up to 21 days to identify the specific portions of the testimony as to which protection is  
13 sought and to specify the level of protection being asserted. Only those portions of the testimony  
14 that are appropriately designated for protection within the 21 days shall be covered by the  
15 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at  
16 the deposition or up to 21 days afterwards if that period is properly invoked, that the entire  
17 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY.”

19 Parties shall give the other parties notice if they reasonably expect a deposition,  
20 hearing or other proceeding to include Protected Material so that the other parties can ensure that  
21 only authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
22 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
23 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
24 – ATTORNEYS’ EYES ONLY.”

25 Transcripts containing Protected Material shall have an obvious legend on the title  
26 page that the transcript contains Protected Material, and the title page shall be followed by a list of  
27 all pages (including line numbers as appropriate) that have been designated as Protected Material  
28 and the level of protection being asserted by the Designating Party. The Designating Party shall

1 inform the court reporter of these requirements. Any transcript that is prepared before the  
2 expiration of a 21-day period for designation shall be treated during that period as if it had been  
3 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
4 otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually  
5 designated.

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

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
13 to designate qualified information or items does not, standing alone, waive the Designating Party’s  
14 right to secure protection under this Order for such material. Upon timely correction of a  
15 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
16 in accordance with the provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
19 of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
20 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
21 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
22 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
23 original designation is disclosed.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
25 process by providing written notice of each designation it is challenging and describing the basis  
26 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
27 notice must recite that the challenge to confidentiality is being made in accordance with this  
28 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in

1 good faith and must begin the process by conferring directly (in voice to voice dialogue; other  
2 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
3 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
4 designation was not proper and must give the Designating Party an opportunity to review the  
5 designated material, to reconsider the circumstances, and, if no change in designation is offered, to  
6 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of  
7 the challenge process only if it has engaged in this meet and confer process first or establishes that  
8 the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

9           6.3 Judicial Intervention. A Party that elects to press a challenge to a  
10 confidentiality designation after considering the justification offered by the Designating Party may  
11 file and serve a motion under Local Rule 7 (and in compliance with Civil Local Rule 79-5, if  
12 applicable) that identifies the challenged material and sets forth in detail the basis for the challenge.  
13 Each such motion must be accompanied by a competent declaration that affirms that the movant  
14 has complied with the meet and confer requirements imposed in the preceding paragraph and that  
15 sets forth with specificity the justification for the confidentiality designation that was given by the  
16 Designating Party in the meet and confer dialogue. The burden of persuasion in any such  
17 challenge proceeding shall be on the Designating Party. Until the court rules on the challenge, all  
18 parties shall continue to afford the material in question the level of protection to which it is entitled  
19 under the Producing Party's designation.

20           7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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



1 Order.

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

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

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

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

15 (d) the court and its personnel;

16 (e) court reporters and their staff, professional jury or trial consultants, and  
17 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

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

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

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

7 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary  
8 for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound”  
9 (Exhibit A), and (3) as to whom the requirements set forth in paragraph 7.4, below, have been met;

10 (c) the court and its personnel;

11 (d) court reporters and their staff, professional jury or trial consultants, and  
12 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
13 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

14 (e) the author or recipient of a document containing the information or a custodian  
15 or other person who otherwise possessed or knew the information.

16 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

18 (a) “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY” information or items may be disclosed to an Expert without disclosure of the identity of  
20 the Expert as long as (1) the Expert is not a current officer, director, or employee of a competitor of  
21 a Party or anticipated to become one and (2) the Expert is not, has not been at any time in the past  
22 five years, and does not anticipate becoming, affiliated with, retained by, or related to any party,  
23 witness, attorney, or entity involved with the litigation filed by Randal Destruel, as Trustee of the  
24 Mead Clark 401(k) Profit Sharing Plan and other investors in the Carinalli Loan, against K 4  
25 Corporation dba Sonoma Mortgage and Investment Company, Ira William Stone, Shannon R.  
26 Foulk, and Does 1-20, in the Superior Court of the State of California, County of Sonoma, Case  
27 No. SCV 246125 and/or the bankruptcy proceedings of Clement C. and Ann Marie Carinalli,  
28

1 United States Bankruptcy Court for the Northern District of California, Santa Rosa Division, Case  
2 No. 09-12986.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
4 OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation that  
6 compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or  
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification shall  
9 include a copy of the subpoena or court order;

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

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

16 The purpose of imposing these duties is to alert the interested parties to the  
17 existence of this Protective Order and to afford the Designating Party in this case an opportunity to  
18 try to protect its confidentiality interests in the court from which the subpoena or order issued. If  
19 the Designating Party timely seeks a protective order, the Party served with the subpoena or court  
20 order shall not produce any information designated in this action as “CONFIDENTIAL” or  
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court  
22 from which the subpoena or order issued, unless the Party has obtained the Designating Party’s  
23 permission. The Designating Party shall bear the burden and expense of seeking protection in that  
24 court of its confidential material – and nothing in these provisions should be construed as  
25 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from  
26 another court.

27 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed

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

7 10. MISCELLANEOUS

8 10.1 Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the court in the future.

10 10.2 Right to Assert Other Objections. By stipulating to the entry of this  
11 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
12 producing any information or item on any ground not addressed in this Stipulated Protective Order.  
13 Similarly, no Party waives any right to object on any ground to use in evidence of any of the  
14 material covered by this Protective Order.

15 10.3 Filing Protected Material. Without written permission from the Designating  
16 Party or a court order secured after appropriate notice to all interested persons, a Party may not file  
17 in the public record in this action any Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
19 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
20 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing  
21 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled  
22 to protection under the law. If a Receiving Party's request to file Protected Material under seal  
23 pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the  
24 Protected Material in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise  
25 instructed by the court.

26 11. FINAL DISPOSITION

27 Within 90 days after the final disposition of this action, as defined in paragraph 4,  
28 each Receiving Party must return all Protected Material to the Producing Party or destroy such

1 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,  
2 compilations, summaries, and any other format reproducing or capturing any of the Protected  
3 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
4 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
5 Designating Party) by the 90 day deadline that (1) identifies (by category, where appropriate) all  
6 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
7 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
8 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
9 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
10 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
11 product, and consultant and expert work product, even if such materials contain Protected Material.  
12 Any such archival copies that contain or constitute Protected Material remain subject to this  
13 Protective Order as set forth in Section 4 (DURATION).

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

15 Respectfully submitted,

16 Dated: March 29, 2011

LEWIS, FEINBERG, LEE,  
RENAKER & JACKSON, P.C.

17 By: /s/Julie Wilensky  
18 Julie Wilensky

19 Dated: March 29, 2011

NARDELL CHITSAZ & ASSOCIATES LLP

20 By: /s/J. Timothy Nardell  
21 J. Timothy Nardell

*Attorneys for Plaintiffs*


22 Dated: March 29, 2011

TRUCKER HUSS APC

23 By: /s/Virginia H. Perkins  
24 Virginia H. Perkins  
25 *Attorneys for Defendants*

26 **IT IS SO ORDERED.**

27 Dated: April 6, 2011

28   
LAUREN BELLER  
United States Magistrate Judge

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EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address] declare under penalty of perjury that I have read in its  
entirety and understand the Stipulated Protective Order that was issued by the United States  
District Court for the Northern District of California on [date] in the case of *Orsolini v. Mead Clark  
Lumber Co. et al.*, Case No. 10-cv-04478 SBA, 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: \_\_\_\_\_

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