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 9 ADOBE SYSTEMS INCORPORATED

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA
 12 OAKLAND DIVISION
 13

14 ADOBE SYSTEMS INCORPORATED,
 15 Plaintiff,
 16 v.
 17 NA TECH DIRECT INC., et al.
 18 Defendants.
 19

Case No.: 4:17-cv-05226-YGR

**STIPULATED PROTECTIVE ORDER
 FOR STANDARD LITIGATION (AS
 MODIFIED)**

As Modified by the Court

Judge: Yvonne Gonzalez Rogers

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 21
 22 1. PURPOSES AND LIMITATIONS

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

1 public disclosure and use extends only to the limited information or items that are entitled to
2 confidential treatment under the applicable legal principles. The parties further acknowledge, as
3 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
4 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
5 followed and the standards that will be applied when a party seeks permission from the court to
6 file material under seal.

7 2. DEFINITIONS

8 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
9 information or items under this Order.

10 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
11 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
12 of Civil Procedure 26(c).

13 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
14 well as their support staff).

15 2.4 Designating Party: a Party or Non-Party that designates information or items that
16 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

18 2.5 Disclosure or Discovery Material: all items or information, regardless of the
19 medium or manner in which it is generated, stored, or maintained (including, among other things,
20 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
21 responses to discovery in this matter.

22 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent
23 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as
24 a consultant in this action.

25 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
26 Items: extremely sensitive information or tangible things considered in good faith by a Party or
27 Non-Party to be extremely sensitive, including but not limited to trade secrets or other
28 confidential research, development, financial or other commercial information, the disclosure of

1 which to another Party or Non-Party would create a substantial risk of serious harm that could
2 not be
3 avoided by less restrictive means.

4 2.8 House Counsel: attorneys who are employees of a party to this action. House
5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or other
7 legal entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
9 action but are retained to represent or advise a party to this action and have appeared in this
10 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
11 that party.

12 2.11 Party: any party to this action, including all of its officers, directors, employees,
13 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
15 Material in this action.

16 2.13 Professional Vendors: persons or entities that provide litigation support services
17 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
18 organizing, storing, or retrieving data in any form or medium) and their employees and
19 subcontractors.

20 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
21 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

22 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
23 Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only Protected Material
26 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
27 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
28 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

1 However, the protections conferred by this Stipulation and Order do not cover the following
2 information: (a) any information that is in the public domain at the time of disclosure to a
3 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
4 a result of publication not involving a violation of this Order, including becoming part of the
5 public record through trial or otherwise; and (b) any information known to the Receiving Party
6 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
7 obtained the information lawfully and under no obligation of confidentiality to the Designating
8 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

9 4. DURATION

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

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
19 or Non-Party that designates information or items for protection under this Order must take care
20 to limit any such designation to specific material that qualifies under the appropriate standards.
21 The Designating Party must designate for protection only those parts of material, documents,
22 items, or oral or written communications that qualify – so that other portions of the material,
23 documents, items, or communications for which protection is not warranted are not swept
24 unjustifiably within the ambit of this Order.

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

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

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

8 Designation in conformity with this Order requires:

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

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

27
28

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

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

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
11 designate qualified information or items does not, standing alone, waive the Designating Party’s
12 right to secure protection under this Order for such material. Upon timely correction of a
13 designation, the Receiving Party must make reasonable efforts to assure that the material is
14 treated in accordance with the provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
17 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
18 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
19 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
20 challenge a confidentiality designation by electing not to mount a challenge promptly after the
21 original designation is disclosed.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
23 process by providing written notice of each designation it is challenging and describing the basis
24 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
25 notice must recite that the challenge to confidentiality is being made in accordance with this
26 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
27 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
28 forms of communication are not sufficient) within 14 days of the date of service of notice. In

1 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
2 designation was not proper and must give the Designating Party an opportunity to review the
3 designated material, to reconsider the circumstances, and, if no change in designation is offered,
4 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
5 stage of the challenge process only if it has engaged in this meet and confer process first or
6 establishes that the

7 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

8 **6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court**
9 **intervention, the parties shall follow the Court's Standing Order in Civil Cases regarding**
10 **Discovery and Discovery Motions. The parties may file a joint letter brief regarding**
11 **retaining confidentiality within 21 days of the initial notice of challenge or within 14 days of**
12 **the parties agreeing that the meet and confer process will not resolve their dispute,**
13 **whichever is earlier. Failure by a Designating Party to file such discovery dispute letter**
14 **within the applicable 21 or 14 day period (set forth above) with the Court shall**
15 **automatically waive the confidentiality designation for each challenged designation. If,**
16 **after submitting a joint letter brief, the Court allows that a motion may be filed, any such**
17 **motion must be accompanied by a competent declaration affirming that the movant has**
18 **complied with the meet and confer requirements imposed in the preceding paragraph. The**
19 **Court, in its discretion, may elect to transfer the discovery matter to a Magistrate Judge.**

20 **In addition, the parties may file a joint letter brief regarding a challenge to a**
21 **confidentiality designation at any time if there is good cause for doing so, including a**
22 **challenge to the designation of a deposition transcript or any portions thereof. If, after**
23 **submitting a joint letter brief, the Court allows that a motion may be filed, any motion**
24 **brought pursuant to this provision must be accompanied by a competent declaration**
25 **affirming that the movant has complied with the meet and confer requirements imposed by**
26 **the preceding paragraph. The Court, in its discretion, may elect to refer the discovery**
27 **matter to a Magistrate Judge.**

28 **The burden of persuasion in any such challenge proceeding shall be on the**
Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to

1 harass or impose unnecessary expenses and burdens on other parties) may expose the
2 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality
3 designation by failing to file a letter brief to retain confidentiality as described above, all
4 parties shall continue to afford the material in question the level of protection to which it is
5 entitled under the Producing Party's designation until the court rules on the challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
8 or produced by another Party or by a Non-Party in connection with this case only for
9 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
10 disclosed only to the categories of persons and under the conditions described in this Order.
11 When the litigation has been terminated, a Receiving Party must comply with the provisions of
12 section 13 below (FINAL
13 DISPOSITION).

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

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
17 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
18 disclose any information or item designated "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
20 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
21 information for this litigation and who have signed the "Acknowledgment and Agreement to Be
22 Bound" that is attached hereto as Exhibit A;

23 (b) the officers, directors, and employees (including House Counsel) of the
24 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
25 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
27 is reasonably necessary for this litigation and who have signed the "Acknowledgment and
28 Agreement to Be Bound" (Exhibit A);

1 (d) the court and its personnel;

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

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

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

13 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
14 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
15 Designating Party, information or items designated “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY” must be viewed only by the Receiving Party’s Outside Counsel
17 of Record in this action (as defined in paragraph 2.10). Receiving Party’s Outside Counsel of
18 Record in this action may disclose any information or item designated as “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

20 (a) employees of said Outside Counsel of Record to whom it is reasonably
21 necessary to disclose the information for this litigation and who have signed the
22 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

23 (b) Experts (as defined in this Order) of the Receiving Party subject to the
24 advance approval of such expert by the producing Party or Non-Party or by permission of the
25 Court, to whom disclosure is reasonably necessary for this litigation, and who have signed the
26 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

27 (c) the court and its personnel;

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1 (d) court reporters and their staff, professional jury or trial consultants, and
2 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who
3 have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
4 Exhibit A;

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

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
8 LITIGATION

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

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

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

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

20 If the Designating Party timely seeks a protective order, the Party served with the
21 subpoena or court order shall not produce any information designated in this action as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
23 determination by the court from which the subpoena or order issued, unless the Party has
24 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
25 expense of seeking protection in that court of its confidential material – and nothing in these
26 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
27 disobey a lawful directive from another court.

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1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
2 LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with
6 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
7 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce a
9 Non-Party’s confidential information in its possession, and the Party is subject to an agreement
10 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

11 (1) promptly notify in writing the Requesting Party and the Non-Party
12 that some or all of the information requested is subject to a confidentiality agreement with a
13 Non-Party;

14 (2) promptly provide the Non-Party with a copy of the Stipulated
15 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
16 description of
17 the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party.

20 (c) If the Non-Party fails to object or seek a protective order from this court
21 within 14 days of receiving the notice and accompanying information, the Receiving Party may
22 produce the Non-Party’s confidential information responsive to the discovery request. If the
23 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information
24 in its possession or control that is subject to the confidentiality agreement with the Non-Party
25 before a determination by the court. Absent a court order to the contrary, the Non-Party shall
26 bear the burden and expense of seeking protection in this court of its Protected Material.

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

8 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
9 MATERIAL

10 When a Producing Party gives notice to Receiving Parties that certain inadvertently
11 produced material is subject to a claim of privilege or other protection, the obligations of the
12 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
13 provision is not intended to modify whatever procedure may be established in an e-discovery
14 order that provides for production without prior privilege review. Pursuant to Federal Rule of
15 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
16 communication or information covered by the attorney-client privilege or work product
17 protection, the parties may incorporate their agreement in the stipulated protective order
18 submitted to the
19 court.

20 12. MISCELLANEOUS

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
22 seek its modification by the court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
24 Order no Party waives any right it otherwise would have to object to disclosing or producing any
25 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
26 no Party waives any right to object on any ground to use in evidence of any of the material
27 covered by this Protective Order.

28

1 12.3 Filing Protected Material. Without written permission from the Designating Party
2 or a court order secured after appropriate notice to all interested persons, a Party may not file in
3 the public record in this action any Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be
5 filed under seal pursuant to a court order authorizing the sealing of the specific Protected
6 Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
7 request establishing that the Protected Material at issue is privileged, protectable as a trade
8 secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file
9 Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then
10 the Receiving Party may file the information in the public record pursuant to Civil Local Rule
11 79-5(e) unless otherwise instructed by the court.

12 13. FINAL DISPOSITION

13 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
14 Receiving Party must return all Protected Material to the Producing Party or destroy such
15 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
16 compilations, summaries, and any other format reproducing or capturing any of the Protected
17 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
18 submit a written certification to the Producing Party (and, if not the same person or entity, to the
19 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all
20 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
21 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
22 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
23 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
24 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
25 product, and consultant and expert work product, even if such materials contain Protected
26 Material. Any such archival copies that contain or constitute Protected Material remain subject to
27 this Protective Order as set forth in Section 4 (DURATION).

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: September 13, 2018

JOHNSON & PHAM, LLP

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By: /s/ Marcus F. Chaney

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Marcus F. Chaney, Esq.

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Attorneys for Plaintiff

ADOBE SYSTEMS INCORPORATED

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DATED: September 13, 2018

MORITT HOCK & HAMROFF LLP

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By: /s/ Michael Sarney

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Michael F. Sarney

10

Attorneys for Defendants

11

NA TECH DIRECT INC. f/k/a TIGERDIRECT,
INC. and TIGER DIRECT, INC., a Florida

12

corporation; AVENUE INDUSTRIAL SUPPLY
COMPANY LIMITED f/k/a NA TECH

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CANADA.CA INC. f/k/a TIGERDIRECT.CA,
INC., an Ontario Corporation; SYX

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DISTRIBUTION INC., a Delaware corporation;
SYX SERVICES, INC., a Delaware Corporation

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

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DATED: September 17, 2018



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HON. YVONNE GONZALEZ ROGERS

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United States District Judge

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Northern District of California

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full
4 name], of _____ [print or type
5 full address], declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for the Northern
7 District of California on [September ____, 2018] in the case of [*Adobe Systems Incorporated v.*
8 *NA Tech Direct Inc., et al.*, N.D.C.A. Case No.: 4:17-cv-05226-YGR]. I agree to comply with
9 and to be bound by all the terms of this Stipulated Protective Order and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and punishment in the
11 nature of contempt. I solemnly promise that I will not disclose in any manner any information on
12 item that is subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

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

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

21
22 Date: _____

23 City and State where sworn and signed: _____

24
25 Printed name: _____

26
27 Signature: _____

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FILER'S ATTESTATION

I, Marcus F. Chaney, am the CM/ECF user whose ID and password are being used to file this STIPULATED PROTECTIVE ORDER FOR STANDARD LITIGATION (AS MODIFIED). Pursuant to Civil L.R. 5-1(i)(3), I hereby attest that Michael F. Sarney has concurred in this filing.

DATED: September 13, 2018

By: /s/ Marcus F. Chaney _____
Marcus F. Chaney, Esq.
Attorneys for Plaintiff
ADOBE SYSTEMS INCORPORATED