

United States District Court
Northern District of California

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**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP**
BETSY C. MANIFOLD (182450)
750 B Street, Suite 2770
San Diego, CA 92101
Telephone: (619) 239-4599
Facsimile: (619) 234-4599

THE LAW OFFICES OF JOHN M. KELSON
JOHN M. KELSON (75462)
483 Ninth Street, Suite 200
Oakland, CA 94607
Telephone: (510) 465-1326
Facsimile: (510) 465-0871

JERRY K. CIMMET (33731)
Attorney at Law
1001 Bayhill Drive, Suite 200
San Mateo, CA 94066
Telephone: (650) 866-4700

[Additional Counsel On Signature Page]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TILLMAN PUGH, MARGARET
SULKOWSKI, DAVID HENDERSON,
and ROY REESE, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

METLIFE, INC., METROPOLITAN LIFE
INSURANCE COMPANY, METLIFE
RESOURCES, INC., METLIFE
SECURITIES, INC., and DOES 1-100
inclusive,

Defendants.

Case No. 4:18-cv-01506-YGR

STIPULATED PROTECTIVE ORDER
FOR STANDARD LITIGATION

As Modified by the Court

Judge: Hon. Yvonne Gonzalez Rogers

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
4 disclosure 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
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket
7 protections on all disclosures or responses to discovery and that the protection it affords from
8 public disclosure and use extends only to the limited information or items that are entitled to
9 confidential treatment under the applicable legal principles. The parties further acknowledge, as
10 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
11 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
12 followed and the standards that will be applied when a party seeks permission from the court to
13 file material under seal.

14 2. DEFINITIONS

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

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

20 2.2.1 “ATTORNEYS’ EYES ONLY” Information or Items: CONFIDENTIAL
21 Information that the Designating Party reasonably and in good faith determines to be highly
22 sensitive, such that disclosure could result in irreparable harm or injury to the Designating
23 Party or the Producing Party, or which the Designating Party in good faith believes contains
24 highly sensitive information, including but not limited to trade secrets or other confidential
25 research, development, financial (including compensation information of non parties) or other
26 commercial information or privileged information.

27 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
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1 well as their support staff).

2 2.4 Designating Party: a Party or Non-Party that designates information or items that
3 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
4 “ATTORNEYS’ EYES ONLY.”

5 2.5 Disclosure or Discovery Material: all items or information, regardless of the
6 medium or manner in which it is generated, stored, or maintained (including, among other things,
7 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
8 responses to discovery in this matter.

9 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent
10 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as
11 a consultant in this action.

12 2.7 House Counsel: attorneys who are employees of a Party to this action. House
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14 2.8 Non-Party: any natural person, partnership, corporation, association, or other
15 legal entity not named as a Party to this action.

16 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
17 action but are retained to represent or advise a party to this action and have appeared in this
18 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
19 that party.

20 2.10 Party: any party to this action or its related entities, including all of its officers,
21 directors, employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
24 Material in this action.

25 2.12 Professional Vendors: persons or entities that provide litigation support services
26 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
27 organizing, storing, or retrieving data in any form or medium) and their employees and
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1 subcontractors.

2 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
3 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

4 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
5 Producing Party.

6 3. SCOPE

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

19 4. DURATION

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

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
3 or Non-Party that designates information or items for protection under this Order must take care
4 to limit any such designation to specific material that qualifies under the appropriate standards.
5 The Designating Party must designate for protection only those parts of material, documents,
6 items, or oral or written communications that qualify – so that other portions of the material,
7 documents, items, or communications for which protection is not warranted are not swept
8 unjustifiably within the ambit of this Order.

9 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
10 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
11 unnecessarily encumber or retard the case development process or to impose unnecessary
12 expenses and burdens on other parties) expose the Designating Party to sanctions.
13 If it comes to a Designating Party’s attention that information or items that it designated for
14 protection do not qualify for protection, that Designating Party must promptly notify all other
15 Parties that it is withdrawing the mistaken designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
17 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
18 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
19 designated before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic documents, but
22 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
23 Party affix the legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” to each page that
24 contains protected material. If only a portion or portions of the material on a page qualifies for
25 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
26 making appropriate markings in the margins). A Party or Non-Party that makes original
27 documents or materials available for inspection need not designate them for protection until after
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1 the inspecting Party has indicated which material it would like copied and produced. During the
2 inspection and before the designation, all of the material made available for inspection shall be
3 deemed “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” After the inspecting Party has
4 identified the documents it wants copied and produced, the Producing Party must determine
5 which documents, or portions thereof, qualify for protection under this Order. Then, before
6 producing the specified documents, the Producing Party must affix the “CONFIDENTIAL” or
7 “ATTORNEYS’ EYES ONLY” legend to each page that contains Protected Material. If only a
8 portion or portions of the material on a page qualifies for protection, the Producing Party also
9 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
10 margins).

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

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

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

25 6. CHALLENGING CONFIDENTIALITY OR ATTORNEYS’ EYES ONLY
26 DESIGNATIONS

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
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1 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
2 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
3 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
4 challenge a confidentiality designation by electing not to mount a challenge promptly after the
5 original designation is disclosed.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
7 process by providing written notice of each designation it is challenging and describing the basis
8 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
9 notice must recite that the challenge to confidentiality is being made in accordance with this
10 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
11 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
12 forms of communication are not sufficient) within 14 days of the date of service of notice. In
13 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
14 designation was not proper and must give the Designating Party an opportunity to review the
15 designated material, to reconsider the circumstances, and, if no change in designation is offered,
16 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
17 stage of the challenge process only if it has engaged in this meet and confer process first or
18 establishes that the Designating Party is unwilling to participate in the meet and confer process in
19 a timely manner.

20 6.3 Judicial Intervention. **If the Parties cannot resolve a challenge without court**
21 **intervention, the parties shall follow the Court's Standing Order in Civil Cases regarding**
22 **Discovery and Discovery Motions. The parties may file a joint letter brief regarding**
23 **retaining confidentiality within 21 days of the initial notice of challenge or within 14 days**
24 **of the parties agreeing that the meet and confer process will not resolve their dispute,**
25 **whichever is earlier. Failure by a Designating Party to file such discovery dispute letter**
26 **within the applicable 21 or 14 day period (set forth above) with the Court shall**
27 **automatically waive the confidentiality designation for each challenged designation. If,**
28 **after submitting a joint letter brief, the Court allows that a motion may be filed, any such**

1 motion must be accompanied by a competent declaration affirming that the movant has
2 complied with the meet and confer requirements imposed in the preceding paragraph.
3 The Court, in its discretion, may elect to transfer the discovery matter to a Magistrate
4 Judge.

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

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

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
23 or produced by another Party or by a Non-Party in connection with this case only for
24 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
25 disclosed only to the categories of persons and under the conditions described in this Order.
26 When the litigation has been terminated, a Receiving Party must comply with the provisions of
27 section 13 below (FINAL DISPOSITION).

28 Protected Material must be stored and maintained by a Receiving Party at a location and

1 in a secure manner that ensures that access is limited to the persons authorized under this 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
11 signed 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
14 Agreement to Be Bound” (Exhibit A);

15 (d) the court and its personnel;

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

19 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
20 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
21 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 or
26 other person who otherwise possessed or knew the information.

27 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items; Unless
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1 otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving
2 Party may disclose any information or item designated “ATTORNEYS’ EYES ONLY” only
3 to:

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

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

11 (c) the court and its personnel;

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

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

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
18 LITIGATION

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

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

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

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

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

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

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

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

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

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

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

27 (c) If the Non-Party fails to object or seek a protective order from this court within
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1 14 days of receiving the notice and accompanying information, the Receiving Party may produce
2 the Non-Party's confidential information responsive to the discovery request. If the Non-Party
3 timely seeks a protective order, the Receiving Party shall not produce any information in its
4 possession or control that is subject to the confidentiality agreement with the Non-Party before a
5 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
6 burden and expense of seeking protection in this court of its Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
16 MATERIAL

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

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
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1 seek its modification by the court in the future.

2 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
3 Order no Party waives any right it otherwise would have to object to disclosing or producing any
4 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
5 no Party waives any right to object on any ground to use in evidence of any of the material
6 covered by this Protective Order.

7 12.3 Filing Protected Material. Without written permission from the Designating Party
8 or a court order secured after appropriate notice to all interested persons, a Party may not file in
9 the public record in this action any Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be
11 filed under seal pursuant to a court order authorizing the sealing of the specific Protected
12 Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
13 request establishing that the Protected Material at issue is privileged, protectable as a trade
14 secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file
15 Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then
16 the Receiving Party may file the information in the public record pursuant to Civil Local Rule
17 79-5(e) unless otherwise instructed by the court.

18 13. FINAL DISPOSITION

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: _____, 2018

**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP
BETSY C. MANIFOLD (182450)**

BETSY C. MANIFOLD

750 B Street, Suite 2770
San Diego, CA 92101
Telephone: (619) 239-4599
Facsimile: (619) 234-4599

**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP
JEFFREY G. SMITH (133113)
MARK C. RIFKIN
270 Madison Ave.
10th Floor
New York, NY 10016
Telephone: (212) 545-4762
Facsimile: (212) 545-4653**

**THE LAW OFFICES OF JOHN M. KELSON
JOHN M. KELSON (75462)
483 Ninth Street, Suite 200
Oakland, CA 94607
Telephone: (510) 465-1326
Facsimile: (510) 465-0871**

**JERRY K. CIMMET (33731)
Attorney at Law
1001 Bayhill Drive, Suite 200
San Mateo, CA 94066
Telephone: (650) 866-4700**

Attorneys for Plaintiffs Tillman Pugh, Margaret Sulkowski, David Henderson, Roy Reese and the Proposed Class

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DATED: _____, 2018

MORGAN, LEWIS & BOCKIUS LLP
CARRIE A. GONELL (257163)

CARRIE A. GONELL

P. BARTHOLOMEW QUINTANS (308085)
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626-7653

*Attorneys for Defendants Attorneys for Defendants
MetLife, Inc., Metropolitan Life Insurance
Company, MetLife Resources (a unit of
Metropolitan Life Insurance Company), and MML
Investor Services, LLC (formerly MetLife
Securities, Inc.)*

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: September 17, 2018


United States District ~~Magistrate~~ Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____ [print
4 or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court
6 for the Northern District of California on [date] in the case of *Pugh, et al. v. MetLife, Inc. et*
7 *al.*, 4:18-cv-01506-YGR. I agree to comply with and to be bound by all the terms of this
8 Stipulated Protective Order and I understand and acknowledge that failure to so comply could
9 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I
10 will not disclose in any manner any information or item that is subject to this Stipulated
11 Protective Order to any person or entity except in strict compliance with the provisions of this
12 Order.

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

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

20
21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

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26 Signature: _____