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 12

13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15 SAN JOSE DIVISION

16 MEHRDAD NIKOONAHAD,)	CASE NO.: C 08-2290 JF (PVT)
)	
17 Plaintiff,)	PROTECTIVE ORDER
)	
18 v.)	
)	
19 RUDOLPH TECHNOLOGIES, INC. and)	
20 DOES 1-25, inclusive,)	
)	
21 Defendants.)	
)	

22 _____

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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 would be
5 warranted. Accordingly, the parties hereby request the court to enter the following Protective
6 Order. The parties acknowledge that this Order does not confer blanket protections on all
7 disclosures or responses to discovery and that the protection it affords extends only to the limited
8 information or items that are entitled under the applicable legal principles to treatment as
9 confidential. The parties further acknowledge, as set forth in Section 10, below, that this
10 Protective Order creates no entitlement to file confidential information under seal; Civil Local
11 Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be
12 applied when a party seeks permission from the court to file material under seal.

13 **2. DEFINITIONS**

14 2.1. Party: any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts, and outside counsel (and their support staff).

16 2.2. Disclosure or Discovery Material: all items or information, regardless of
17 the medium or manner generated, stored, or maintained (including, among other things,
18 testimony, transcripts, or tangible things) that are produced or generated in disclosures or
19 responses to discovery in this matter.

20 2.3. “Confidential” Information or Items: information (regardless of how
21 generated, stored or maintained) or tangible things that qualify for protection under standards
22 developed under F.R.Civ.P. 26(c).

23 2.4. “Highly Confidential – Attorneys’ Eyes Only” Information or Items:
24 extremely sensitive “Confidential Information or Items” whose disclosure to another Party or
25 nonparty would create a substantial risk of serious injury that could not be avoided by less
26 restrictive means.

27 2.5. Receiving Party: a Party that receives Disclosure or Discovery Material
28 from a Producing Party.

1 2.6. Producing Party: a Party or non-party that produces Disclosure or
2 Discovery Material in this action.

3 2.7. Designating Party: a Party or non-party that designates information or
4 items that it produces in disclosures or in responses to discovery as “Confidential” or “Highly
5 Confidential — Attorneys’ Eyes Only.”

6 2.8. Protected Material: any Disclosure or Discovery Material that is
7 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

8 2.9. Outside Counsel: attorneys who are not employees of a Party but who are
9 retained to represent or advise a Party in this action.

10 2.10. House Counsel: attorneys who are employees of a Party.

11 2.11. Counsel (without qualifier): Outside Counsel and House Counsel (as well
12 as their support staffs).

13 2.12. Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
15 witness or as a consultant in this action and who is not a past or a current employee of a Party or
16 of a competitor of a Party’s and who, at the time of retention, is not anticipated to become an
17 employee of a Party or a competitor of a Party’s. This definition includes a professional jury or
18 trial consultant retained in connection with this litigation.

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

23 **3. SCOPE**

24 The protections conferred by this Protective Order cover not only Protected Material (as
25 defined above), but also any information copied or extracted therefrom, as well as all copies,
26 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by
27 parties or counsel to or in court or in other settings that might reveal Protected Material.

1 **4. DURATION**

2 Even after the termination of this litigation, the confidentiality obligations imposed by
3 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
4 order otherwise directs.

5 **5. DESIGNATING PROTECTED MATERIAL**

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

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

17 If it comes to a Party's or a non-party's attention that information or items that it
18 designated for protection do not qualify for protection at all, or do not qualify for the level of
19 protection initially asserted, that Party or non-party must promptly notify all other parties that it
20 is withdrawing the mistaken designation.

21 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order
22 (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,
23 material that qualifies for protection under this Order must be clearly so designated before the
24 material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (apart from transcripts of depositions or
27 other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL"
28 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at the top of each page that

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

6 A Party or non-party that makes original documents or materials available for
7 inspection need not designate them for protection until after the inspecting Party has indicated
8 which material it would like copied and produced. During the inspection and before the
9 designation, all of the material made available for inspection shall be deemed “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
11 documents it wants copied and produced, the Producing Party must determine which documents,
12 or portions thereof, qualify for protection under this Order, then, before producing the specified
13 documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that
15 contains Protected Material. If only a portion or portions of the material on a page qualifies for
16 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
17 making appropriate markings in the margins) and must specify, for each portion, the level of
18 protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
19 ATTORNEYS’ EYES ONLY”).

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
21 the Party or non-party offering or sponsoring the testimony identify on the record, before the
22 close of the deposition, hearing, or other proceeding, all protected testimony, and further specify
23 any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’
24 EYES ONLY.” When it is impractical to identify separately each portion of testimony that is
25 entitled to protection, and when it appears that substantial portions of the testimony may qualify
26 for protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on
27 the record (before the deposition or proceeding is concluded) a right to have up to 20 days to
28 identify the specific portions of the testimony as to which protection is sought and to specify the

1 level of protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that are appropriately
3 designated for protection within the 20 days shall be covered by the provisions of this Protective
4 Order.

5 Transcript pages containing Protected Material must be separately bound by the
6 court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or
8 nonparty offering or sponsoring the witness or presenting the testimony.

9 (c) for information produced in some form other than documentary, and for any
10 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
11 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
12 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the
13 information or item warrant protection, the Producing Party, to the extent practicable, shall
14 identify the protected portions, specifying whether they qualify as “Confidential” or as “Highly
15 Confidential – Attorneys’ Eyes Only.”

16 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
17 designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys’
18 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection
19 under this Order for such material. If material is appropriately designated as “Confidential” or
20 “Highly Confidential – Attorneys’ Eyes Only” after the material was initially produced, the
21 Receiving Party, on timely notification of the designation, must make reasonable efforts to
22 assure that the material is treated in accordance with the provisions of this Order.

23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

1 6.2. Meet and Confer. A Party that elects to initiate a challenge to a Designating
2 Party's confidentiality designation must do so in good faith and must begin the process by
3 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)
4 with counsel for the Designating Party. In conferring, the challenging Party must explain the
5 basis for its belief that the confidentiality designation was not proper and must give the
6 Designating Party an opportunity to review the designated material, to reconsider the
7 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
8 designation. A challenging Party may proceed to the next stage of the challenge process only if it
9 has engaged in this meet and confer process first.

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

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 prosecuting,
24 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only
25 to the categories of persons and under the conditions described in this Order. When the litigation
26 has been terminated, a Receiving Party must comply with the provisions of section 11, below
27 (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving
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1 Party at a location and in a secure manner that ensures that access is limited to the persons
2 authorized under this Order.

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

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

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

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

16 (d) the Court and its personnel;

17 (e) court reporters, their staffs, and professional vendors to whom disclosure is
18 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by
19 Protective Order” (Exhibit A);

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

25 (g) the author of the document or the original source of the information; and

26 (h) a recipient of a document who is expressly identified as a recipient on the face
27 of the communication transmitting the document and who has signed the “Agreement to Be
28 Bound by Protective Order” (Exhibit A).

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

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

9 ~~[(b) *Optional – as deemed appropriate in case-specific circumstances: House*~~
10 ~~Counsel of a Receiving Party (1) who has no involvement in competitive decision-making or in~~
11 ~~patent prosecutions involving _____ [specify subject matter areas], (2) to whom~~
12 ~~disclosure is reasonably necessary for this litigation, and (3) who has signed the “Agreement to~~
13 ~~Be Bound by Protective Order” (Exhibit A)];~~

14 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably
15 necessary for this litigation, (2) who have signed the “Agreement to Be Bound by Protective
16 Order” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have
17 been followed;

18 (d) the Court and its personnel;

19 (e) court reporters, their staffs, and professional vendors to whom disclosure is
20 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by
21 Protective Order” (Exhibit A);

22 (f) the author of the document or the original source of the information; and

23 (g) a recipient of a document who is expressly identified as a recipient on the face
24 of the communication transmitting the document and who has signed the “Agreement to Be
25 Bound by Protective Order” (Exhibit A).

26 7.4. Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY” Information or Items to “Experts”
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1 (a) Unless otherwise ordered by the court or agreed in writing by the Designating
2 Party, a Party that seeks to disclose to an “Expert” (as defined in this Order) any information or
3 item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
4 first must make a written request to the Designating Party that (1) identifies the specific
5 HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to disclose to
6 the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary
7 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current
8 employer(s), (5) identifies each person or entity from whom the Expert has received
9 compensation for work in his or her areas of expertise or to whom the expert has provided
10 professional services at any time during the preceding five years, and (6) identifies (by name and
11 number of the case, filing date, and location of court) any litigation in connection with which the
12 Expert has provided any professional services during the preceding five years.

13 (b) A Party that makes a request and provides the information specified in the
14 preceding paragraph may disclose the subject Protected Material to the identified Expert unless,
15 within seven court days of delivering the request, the Party receives a written objection from the
16 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

17 (c) A Party that receives a timely written objection must meet and confer with the
18 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
19 agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert
20 may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule
21 79-5, if applicable) seeking permission from the court to do so. Any such motion must describe
22 the circumstances with specificity, set forth in detail the reasons for which the disclosure to the
23 Expert is reasonably necessary, assess the risk of harm that the disclosure would entail and
24 suggest any additional means that might be used to reduce that risk. In addition, any such motion
25 must be accompanied by a competent declaration in which the movant describes the parties’
26 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer
27 discussions) and sets forth the reasons advanced by the Designating Party for its refusal to
28 approve the disclosure.

1 In any such proceeding the Party opposing disclosure to the Expert shall bear the
2 burden of proving that the risk of harm that the disclosure would entail (under the safeguards
3 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

4 7.5. Use of Information Produced in Native Format

5 (a) Except as provided in subparagraph (d) below, native file documents
6 designated Confidential or Highly Confidential shall only be viewed by the Receiving Party
7 using a computer directly accessing the original DVD or other electronic media on which these
8 files were produced by the Producing Party.

9 (b) Except as provided in subparagraph (d) below, native file documents
10 designated Confidential or Highly Confidential (and any portion thereof) shall not be printed in
11 hard copy, transmitted by facsimile or electronically, or copied to a computer hard disk or other
12 form of electronic storage media by a Receiving Party.

13 (c) If a receiving party intends to use a Confidential or Highly Confidential
14 document in native electronic format (rather than using a corresponding non-native image of the
15 same document produced by the Producing Party with a Bates number and confidentiality stamp)
16 as an exhibit to any court filing, deposition, or trial, the Receiving Party shall notify the
17 Producing Party of the specific documents or information to be used in native format. The
18 Parties shall then meet and confer in good faith regarding appropriate means to ensure that the
19 exhibit is prepared in a manner that displays the document's corresponding confidentiality
20 designation to all viewers of the exhibit.

21 (d) If any native file documents designated Confidential or Highly Confidential
22 cannot for technical reasons be viewed by the Receiving Party using a computer directly
23 accessing the original DVD or other electronic media on which these files were produced by the
24 Producing Party, or if the Receiving Party desires to review documents using an electronic
25 document review application, the Outside Counsel of the Receiving Party shall be permitted to
26 place a copy of such documents onto a computer controlled by Outside Counsel for the specific
27 purpose of reviewing documents in this litigation. The Receiving Party shall employ means to
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1 clearly indicate to any person reviewing a copy of a native file document whether the document
2 has been designated Confidential or Highly Confidential by the Producing Party.

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

5 If a Receiving Party is served with a subpoena or an order issued in other litigation that
6 would compel disclosure of any information or items designated in this action as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the
8 Receiving Party must so notify the Designating Party, in writing (by fax, if possible)
9 immediately and in no event more than three court days after receiving the subpoena or order.
10 Such notification must include a copy of the subpoena or court order.

11 The Receiving Party also must immediately inform in writing the Party who caused the
12 subpoena or order to issue in the other litigation that some or all the material covered by the
13 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
14 deliver a copy of this Protective Order promptly to the Party in the other action that caused the
15 subpoena or order to issue.

16 The purpose of imposing these duties is to alert the interested parties to the existence of
17 this Protective Order and to afford the Designating Party in this case an opportunity to try to
18 protect its confidentiality interests in the court from which the subpoena or order issued. The
19 Designating Party shall bear the burdens and the expenses of seeking protection in that court of
20 its confidential material – and nothing in these provisions should be construed as authorizing or
21 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

22 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

3 **10. FILING PROTECTED MATERIAL**

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

8 **11. FINAL DISPOSITION**

9 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days
10 after the final termination of this action, each Receiving Party must return all Protected Material
11 to the Producing Party. As used in this subdivision, “all Protected Material” includes all copies,
12 abstracts, compilations, summaries or any other form of reproducing or capturing any of the
13 Protected Material. With permission in writing from the Designating Party, the Receiving Party
14 may destroy some or all of the Protected Material instead of returning it. Whether the Protected
15 Material is returned or destroyed, the Receiving Party must submit a written certification to the
16 Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day
17 deadline that identifies (by category, where appropriate) all the Protected Material that was
18 returned or destroyed and that affirms that the Receiving Party has not retained any copies,
19 abstracts, compilations, summaries or other forms of reproducing or capturing any of the
20 Protected Material.

21 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
22 pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work
23 product, even if such materials contain Protected Material. Any such archival copies that contain
24 or constitute Protected Material remain subject to this Protective Order as set forth in Section 4
25 (DURATION), above.

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12. MISCELLANEOUS

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

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

Dated: January 7, 2010

ARDELL JOHNSON

/s/ Ardell Johnson

Attorney for Plaintiff
MEHRDAD NIKOONAHAD

Dated: January 7, 2010

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

By: /s/ Rodney G. Strickland, Jr.
Rodney G. Strickland, Jr.

Attorneys for Defendant
RUDOLPH TECHNOLOGIES, INC.

IT IS SO ORDERED.

DATED: 3/3/10


THE HON. PATRICIA V. TRUMBULL
UNITED STATES MAGISTRATE JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [print or type full name], of _____
5 [print or type full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Protective Order that was issued by the United States District Court for the
7 Northern District of California on [date] in the case of *Nikoonahad v. Rudolph Technologies,*
8 *Inc.*, No. C 08-2290 JF (PVT). I agree to comply with and to be bound by all the terms of this
9 Protective Order and I understand and acknowledge that failure to so comply could expose me to
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose
11 in any manner any information or item that is subject to this Protective Order to any person or
12 entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the
14 Northern District of California for the purpose of enforcing the terms of this 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 Protective Order.

20
21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____
24 [printed name]

25 Signature: _____
26 [signature]

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28