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 VALLEY, N.A., BRIDGE BANK, N.A., AND BRIDGE
 10 CAPITAL HOLDINGS

11
 12 UNITED STATES DISTRICT COURT
 13 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 14 SAN JOSE DIVISION
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 17 DEBRA SPRINGER-BOWMAN, CASE NO. 08-CV-02509 JW
 18 Plaintiff,

19 -v- STIPULATION FOR PROTECTIVE
 ORDER; ORDER **AS AMENDED BY THE COURT**

20 BRIDGE BANK OF SILICON
 VALLEY, N.A.; BRIDGE BANK,
 21 N.A.; BRIDGE CAPITAL
 HOLDINGS,
 22
 Defendants.

23 _____/

24
 25 Subject to the approval of this Court, the parties hereby
 26 stipulate to the following protective order:

27 1. In connection with discovery proceedings in this
 28 action, the parties may designate any document, thing,

1 material, testimony or other information derived therefrom, as
2 "Confidential" under the terms of this Stipulated Protective
3 Order (hereinafter "Order").

4 2. Confidential documents shall be so designated by a
5 suitable marking of "Confidential--Subject to Protective
6 Order" or by letter of counsel **only after a good faith determination has been made**
that the document qualifies as protected under F.R.

7 3. Testimony taken at a **Civ. P. 26(c).** deposition, conference, hearing
8 or trial may be designated as confidential by making a
9 statement to that effect on the record at the deposition or
10 other proceeding. Arrangements shall be made with the court
11 reporter taking and transcribing such proceeding to designate
12 such portions of the transcript containing information
13 designated as confidential and to keep them confidential, and
14 to label such portions appropriately.

15 4. Material designated as confidential under this Order,
16 the information contained therein, and any summaries, copies,
17 abstracts, or other documents derived in whole or in part from
18 material designated as confidential (hereinafter "Confidential
19 Material") shall be used only for the purpose of the
20 prosecution, defense, or settlement of this action, and for no
21 other purpose.

22 **Except as ordered by the Court,**
23 5. Confidential Material produced pursuant to this Order
24 may be disclosed or made available only to the Court, to
25 counsel for a party (including the paralegal, clerical, and
26 secretarial staff employed by such counsel), and to the
27 "qualified persons" designated below:

28 (a) a party, a spouse of a party, or an officer,

1 director, or managing agent of a party deemed necessary by
2 counsel to aid in the prosecution, defense, or settlement of
3 this action;

4 (b) experts or consultants (together with their clerical
5 staff) retained by such counsel to assist in the prosecution,
6 defense, or settlement of this action;

7 (c) court reporter(s) employed in this action;

8 (d) a witness at any deposition or other proceeding in
9 this action;

10 (e) the Court, personnel of the Court, or the jury; and

11 (f) any other person as to whom the parties in writing
12 agree.

13 6. Depositions shall be taken only in the presence of
14 qualified persons.

15 7. All qualified person in 5(a), 5(b), 5(c), 5(d), and
16 5(f), above, being shown or informed of any Confidential
17 Material in this case shall first be informed of the contents
18 of this stipulated protective order by counsel for the party
19 to whom the Confidential Material was produced, and agree to
20 abide by the stipulated protective order **by signing Exhibit A.**

21 8. Nothing herein shall impose any restrictions on the
22 use or disclosure by a party of material obtained by such
23 party independent of discovery in this action, whether or not
24 such material is also obtained through discovery in this
25 action, or from disclosing its own Confidential Material as it
26 deems appropriate.

27 9. In the event that any Confidential material is used
28

1 in any court proceeding in this action, it shall not lose its
2 confidential status through such use.

3 10. This Order shall be without prejudice to the right
4 of the parties (i) to bring before the Court at any time
5 **after the parties have conferred directly in voice-to-voice dialogue, as required by the Court's Local Rules. the**
6 question of whether any particular document or information is
7 confidential or whether its use should be restricted or (ii)
8 to present a motion to the Court for a separate protective
9 order as to any particular document or information, including
10 restrictions differing from those as specified herein. This
11 Order shall not be deemed to prejudice the parties in any way
12 in any future application for modification of this Order.

13 11. This Order is entered solely for the purpose of
14 facilitating the exchange of documents and information between
15 the parties to this action without involving the Court
16 unnecessarily in the process. Nothing in this Order nor the
17 production of any information or document under the terms of
18 the order nor any proceedings pursuant to this Order shall be
19 deemed to have the effect of an admission or waiver by either
20 party or of altering the confidentiality or nonconfidentiality
21 of any such document or information or altering any existing
22 obligation of any part or the absence thereof.

23 12. This Order shall survive the final termination of
24 this action, to the extent that the information contained in
25 the Confidential material is not or does not become known to
26 the public, and the Court shall retain jurisdiction **for a period of six months**
27 any dispute concerning the use of information disclosed
28 hereunder. Upon termination of this case, counsel for the

1 parties shall assemble and return to each other all documents,
2 material and deposition transcripts designated as confidential
3 and all copies of same, or shall certify the destruction
4 thereof.

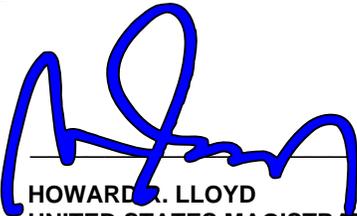
5 SO STIPULATED:

6 DATED: April 27, 2009. LOUIS A. HIGHMAN
7 BRUCE J. HIGHMAN
8 LAW OFFICES OF HIGHMAN,
HIGHMAN & BALL
9 By /s/Louis A. Highman
Attorneys for Plaintiff
10 DEBRA SPRINGER-BOWMAN

11 DATED: April 27,, 2009. RONA P. LAYTON
12 SIMS & LAYTON
13
14 By /s/Rona P. Layton
15 Attorneys for
16 Defendants BRIDGE
17 BANK OF SILICON
VALLEY, N.A.; BRIDGE
18 BANK, N.A.; BRIDGE
19 CAPITAL HOLDINGS

20 ORDER

21 So ORDERED.

22 DATED: May 12, 2009. 
23 HOWARD C. LLOYD
24 UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of _____ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]