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16
 17 UNITED STATES DISTRICT COURT
 18 NORTHERN DISTRICT OF CALIFORNIA
 19

20 AWOX, S.A.,
 21 Plaintiff,
 22 v.
 23 BELKIN INTERNATIONAL, INC.,
 24 Defendant.
 25

Case No. 5:11-cv-06375 (~~LHK~~) **HRL**
 STIPULATED PROTECTIVE ORDER
(MODIFIED BY THE COURT)

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure and from use for
4 any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby
5 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
7 discovery and that the protection it affords from public disclosure and use extends only to the limited
8 information or items that are entitled to confidential treatment under the applicable legal principles. The
9 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
10 not entitle them to file confidential information under seal; Civil Local Rule 79-5 and General Order 62 set
11 forth the procedures that must be followed and the standards that will be applied when a party seeks
12 permission from the court to file material under seal.

13 2. DEFINITIONS

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

16 2.2 “CONFIDENTIAL” Information or Items: shall be defined as any information, document
17 or thing produced in connection with this litigation including, without limitation, any information,
18 document or thing produced by parties and third parties pursuant to subpoena or agreement in connection
19 with this litigation, that **qualifies for protection under Federal Rule of Civil Procedure 26(c).**
~~is reasonably believed by the designating party to be non-public.~~

20 2.3 “HIGHLY CONFIDENTIAL” Information or Items: shall be defined as any information,
21 document or thing produced in connection with this litigation, including, without limitation, any
22 information, document or thing produced by parties and third parties pursuant to subpoena or agreement in
23 connection with this litigation that is reasonably believed by the producing party to be a trade secret,
24 technical product design or specifications or competitive business information as defined by the Uniform
25 Trade Secrets Act, confided in California at Cal. Civ. Code §§ 3426 *et seq.* and that have not been
26 provided to the other party.

27 2.4 Counsel (without qualifier): Outside Counsel of Record (as well as their support staff).

1 2.5 Designating Party: a Party or Non-Party that designates information or items that it
2 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL.”

4 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or
5 manner in which it is generated, stored, or maintained (including, among other things, testimony,
6 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in
7 this matter.

8 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
9 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in
10 this action.

11 2.8 House Counsel: attorneys who are employees of a party to this action. House Counsel
12 does not include Outside Counsel of Record or any other outside counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity
14 not named as a Party to this action.

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

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

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

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

25 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

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

1 3. SCOPE

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

13 4. DURATION

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

20 5. DESIGNATING PROTECTED MATERIAL

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

27 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be
28 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or

1 retard the case development process or to impose unnecessary expenses and burdens on other parties)
2 expose the Designating Party to sanctions.

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

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

10 Designation in conformity with this Order requires:

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

17 A Party or Non-Party that makes original documents or materials available for inspection need not
18 designate them for protection until after the inspecting Party has indicated which material it would like
19 copied and produced. During the inspection and before the designation, all of the material made available
20 for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the
21 documents it wants copied and produced, the Producing Party must determine which documents, or
22 portions thereof, qualify for protection under this Order. Then, before producing the specified documents,
23 the Producing Party must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" legend to each
24 page that 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 making
26 appropriate markings in the margins).

27 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
28 Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding,

1 all protected testimony.

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

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate
8 qualified information or items does not, standing alone, waive the Designating Party’s right to secure
9 protection under this Order for such material. Upon timely correction of a designation, the Receiving Party
10 must make reasonable efforts to assure that the material is treated in accordance with the provisions of this
11 Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
14 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation
15 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
16 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality
17 designation by electing not to mount a challenge promptly after the original designation is disclosed.

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

1 establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely
2 manner.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,
4 **parties shall comply with the undersigned's Standing Order re Civil Discovery Disputes**
5 ~~the Designating Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 (and~~
6 ~~in compliance with Civil Local Rule 79-5 and General Order 62, if applicable)~~ within 21 days of the initial

7 notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not
8 resolve their dispute, whichever is earlier. **Any Discovery Dispute Joint Report shall affirm that**
9 ~~Each such motion must be accompanied by a competent~~

10 ~~declaration affirming that the movant has complied with~~ the meet and confer requirements imposed in the
11 **have been satisfied. seek judicial intervention within**
12 preceding paragraph. Failure by the Designating Party to ~~make such a motion including the required~~

13 ~~declaration within~~ 21 days (or 14 days, if applicable) shall automatically waive the confidentiality

14 designation for each challenged designation. In addition, the Challenging Party may ~~file a motion~~

15 **seek relief with respect to**
16 ~~challenging~~ a confidentiality designation at any time if there is good cause for doing so, including a

17 challenge to the designation of a deposition transcript or any portions thereof. ~~Any motion brought~~

18 ~~pursuant to this provision must be accompanied by a competent declaration affirming that the movant has~~
19 ~~complied with the meet and confer requirements imposed by the preceding paragraph.~~

20 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.

21 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
22 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the

23 Designating Party has waived the confidentiality designation by failing to **seek relief**
24 ~~file a motion~~ to retain

25 confidentiality as described above, all parties shall continue to afford the material in question the level of
26 protection to which it is entitled under the Producing Party's designation until the court rules on the
27 challenge.

28 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

6 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees
7 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this
8 litigation;

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

12 (c) the officers, directors and employees of the Providing Party;

13 (d) 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 "Acknowledgment and Agreement to Be
15 Bound" (Exhibit A);

16 (e) the court and its personnel;

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

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

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

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

4 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees
5 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
6 for this litigation;

7 (b) the officers, directors, and employees of the producing party;

8 (c) 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 Agreement to Be
10 Bound" (Exhibit A);

11 (d) the court and its personnel;

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

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

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

22 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

23 If a Party is served with a discovery request, subpoena or a court order issued in other litigation
24 that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that
25 Party must:

26 (a) promptly notify in writing the Designating Party. Such notification shall include a
27 copy of the discovery request, subpoena or court order;

1 (b) promptly notify in writing the party who caused the discovery request, subpoena or
2 order to issue in the other litigation that some or all of the material covered by the discovery request,
3 subpoena or order is subject to this Protective Order. Such notification shall include a copy of this
4 Stipulated Protective Order; and

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

7 If the Designating Party timely seeks a protective order, the Party served with the discovery
8 request, subpoena or court order shall not produce any information designated in this action as
9 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" before a determination by the court from which the
10 discovery request, subpoena or order issued, unless the Party has obtained the Designating Party's
11 permission. The Designating Party shall bear the burden and expense of seeking protection in that court of
12 its confidential material – and nothing in these provisions should be construed as authorizing or
13 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

14 10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
15 LITIGATION

16 (a) The terms of this Order are applicable to information produced by a Non-Party in
17 this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." Such information
18 produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided
19 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
20 additional protections.

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

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

26 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
27 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the
28

1 information requested; and

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

3 (c) If the Non-Party fails to object or seek a protective order from this court within 14
4 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-
5 Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a
6 protective order, the Receiving Party shall not produce any information in its possession or control that is
7 subject to the confidentiality agreement with the Non-Party before a determination by the court.¹ Absent a
8 court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this
9 court of its Protected Material. **See Paragraph 15.**

10 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

18 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
19 MATERIAL

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

26 _____
27 ¹ The purpose of this provision is to alert the interested parties to the existence of confidentiality
28 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
interests in this court.

1 privilege or work product protection, the parties may incorporate their agreement in the stipulated
2 protective order submitted to the court.

3 13. MISCELLANEOUS

4 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
5 modification by the court in the future.

6 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no
7 Party waives any right it otherwise would have to object to disclosing or producing any information or
8 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right
9 to object on any ground to use in evidence of any of the material covered by this Protective Order.

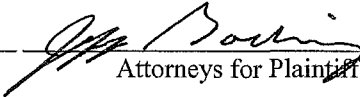
10 13.3 Filing Protected Material. Without written permission from the Designating Party or a
11 court order secured after appropriate notice to all interested persons, a Party may not file in the public
12 record in this action any Protected Material. A Party that seeks to file under seal any Protected Material
13 must comply with Civil Local Rule 79-5 and General Order 62. Protected Material may only be filed
14 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.
15 Pursuant to Civil Local Rule 79-5 and General Order 62, a sealing order will issue only upon a request
16 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
17 entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal
18 pursuant to Civil Local Rule 79-5(d) and General Order 62 is denied by the court, then the Receiving Party
19 may file the information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise
20 instructed by the court.

21 14. FINAL DISPOSITION

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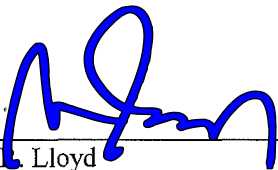
1 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
2 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format
3 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel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

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 DATED: 8/30/12 
11 Attorneys for Plaintiff

12 DATED: 8/30/12 
13 Attorneys for Defendant

14 **AS MODIFIED BY THE COURT,**
15 PURSUANT TO STIPULATION, IT IS SO ORDERED.

16 DATED: January 22, 2013 
17 Howard L. Lloyd
18 United States ~~District~~ Magistrate Judge

19 *** 15. In the event of any discovery or disclosure dispute, the parties and any affected**
20 **non-parties shall comply with the undersigned's Standing Order re Civil Discovery**
21 **Disputes.**

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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 _____ **AwoX, S.A. v. Belkin International, Inc., case no. 5:11-cv-06375 (LHK)**. 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]