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

15 HITACHI DATA SYSTEMS
 CORPORATION, a Delaware corporation,
 16
 Plaintiff,
 17 vs.
 18 THE RICHARDSON COMPANY, a
 19 Pennsylvania corporation,
 20 Defendant.
 21 /

CASE NO.: 5:15-cv-00487-LHK(PSG)
STIPULATED PROTECTIVE ORDER

22 1. PURPOSES AND LIMITATIONS

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

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

7
8 2. DEFINITIONS

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

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

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

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

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

23 2.6. Expert: a person with specialized knowledge or experience in a matter pertinent to
24 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a
25 consultant in this action, (2) is not a past or current employee of a Party or of a Party’s competitor,
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1 and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party's
2 competitor.

3 2.7. “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY” Information or
4 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another
5 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less
6 restrictive means.

7 2.8. House Counsel: attorneys who are employees of a party to this action. House
8 Counsel does not include Outside Counsel of Record or any other outside counsel.

9 2.9. Non-Party: any natural person, partnership, corporation, association, or other legal
10 entity not named as a Party to this action.

11 2.10. Outside Counsel of Record: attorneys who are not employees of a party to this
12 action but are retained to represent or advise a party to this action and have appeared in this action
13 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.
14

15 2.11. Party: any party to this action, including all of its officers, directors, employees,
16 consultants, retained experts, and Outside Counsel of Record (and their support staffs).
17

18 2.12. Producing Party: a Party or Non-Party that produces Disclosure or Discovery
19 Material in this action.

20 2.13. Professional Vendors: persons or entities that provide litigation support services
21 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
22 storing, or retrieving data in any form or medium) and their employees and subcontractors.
23

24 2.14. Protected Material: any Disclosure or Discovery Material that is designated as
25 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”

26 2.15. Receiving Party: a Party that receives Disclosure or Discovery Material from a
27 Producing Party.

28 3. SCOPE

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

14 4. DURATION

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

22 5. DESIGNATING PROTECTED MATERIAL

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

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

7
8 If it comes to a Designating Party's attention that information or items that it designated for
9 protection do not qualify for protection at all or do not qualify for the level of protection initially
10 asserted, that Designating Party must promptly notify all other parties that it is withdrawing the
11 mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
13 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, material
14 that qualifies for protection under this Order must be clearly so designated before the Disclosure or
15 Discovery Material is disclosed or produced.

16 Designation in conformity with this Order requires:

17
18 (a) for information in documentary form (e.g., paper or electronic documents, but
19 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
20 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
21 ONLY" to each page that contains protected material. If only a portion or portions of the material
22 on a page qualifies for "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" protection,
23 the Producing Party also must clearly identify such "HIGHLY CONFIDENTIAL - ATTORNEYS'
24 EYES ONLY" portion(s) (e.g., by making appropriate markings in the margins).

25
26 A Party or Non-Party that makes original documents or materials available for inspection
27 need not designate them for protection until after the inspecting Party has indicated which material
28 it would like copied and produced. During the inspection and before the designation, all of the

1 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL -
2 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
3 copied and produced, the Producing Party must determine which documents qualify for protection
4 under this Order. Then, before producing the specified documents, the Producing Party must affix
5 the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’
6 EYES ONLY”) to each page that contains Protected Material.

7
8 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
9 Designating Party identify on the record, before the close of the deposition, hearing, or other
10 proceeding, all protected testimony and specify the level of protection being asserted. When it is
11 impractical to identify separately each portion of testimony that is entitled to protection and it
12 appears that substantial portions of the testimony may qualify for protection, the Designating Party
13 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right
14 to have up to 21 days from the date that the deposition transcript is received by counsel for the
15 Designating Party to identify the specific portions of the testimony as to which protection is sought
16 and to specify the level of protection being asserted. Only those portions of the testimony that are
17 appropriately designated for protection within the 21 days shall be covered by the provisions of this
18 Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up
19 to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”
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23 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or
24 other proceeding to include Protected Material so that the other parties can ensure that only
25 authorized individuals who have signed the “Acknowledgement and Agreement to Be Bound”
26 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
27 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL — ATTORNEYS’ EYES ONLY.”

1 Transcripts containing Protected Material shall have an obvious legend on the title page that
2 the transcript contains Protected Material, and the title page shall be followed by a list of all pages
3 (including line numbers as appropriate) that have been designated as Protected Material and the
4 level of protection being asserted by the Designating Party. The Designating Party shall inform the
5 court reporter of these requirements. Prior to the expiration of a 21-day period for designation any
6 transcript shall be treated as if it had been designated “HIGHLY CONFIDENTIAL —
7 ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that
8 period, the transcript shall be treated only as actually designated.
9

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

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
18 designate qualified information or items does not, standing alone, waive the Designating Party’s
19 right to secure protection under this Order for such material. Upon timely correction of a
20 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
21 in accordance with the provisions of this Order.
22

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
4 by providing written notice of each designation it is challenging and describing the basis for each
5 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
6 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
7 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
8 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
9 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
10 Party must explain the basis for its belief that the confidentiality designation was not proper and
11 must give the Designating Party an opportunity to review the designated material, to reconsider the
12 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
13 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
14 has engaged in this meet and confer process first or establishes that the Designating Party is
15 unwilling to participate in the meet and confer process in a timely manner.
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18 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
19 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
20 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
21 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
22 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
23 competent declaration affirming that the movant has complied with the meet and confer
24 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
25 motion including the required declaration within 21 days (or 14 days, if applicable) shall
26 automatically waive the confidentiality designation for each challenged designation. In addition,
27 the Challenging Party may file a motion challenging a confidentiality designation at any time if
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1 there is good cause for doing so, including a challenge to the designation of a deposition transcript
2 or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a
3 competent declaration affirming that the movant has complied with the meet and confer
4 requirements imposed by the preceding paragraph.

5 The burden of persuasion in any such challenge proceeding shall be on the Designating
6 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
7 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
8 Unless the Designating Party has waived the confidentiality designation by failing to file a motion
9 to retain confidentiality as described above, all parties shall continue to afford the material in
10 question the level of protection to which it is entitled under the Producing Party's designation until
11 the court rules on the challenge.
12

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
15 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
16 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
17 the categories of persons and under the conditions described in this Order. When the litigation has
18 been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL
19 DISPOSITION).
20

21 Protected Material must be stored and maintained by a Receiving Party at a location and in a
22 secure manner that ensures that access is limited to the persons authorized under this Order.
23

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
25 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
26 information or item designated "CONFIDENTIAL" only to:
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1 (a) the Receiving Party’s Counsel, as well as employees of said Counsel to whom it is
2 reasonably necessary to disclose the information for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

4 (b) the officers, directors, and employees of the Receiving Party to whom disclosure is
5 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
6 to Be Bound” (Exhibit A);

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

10 (d) the court and its personnel;

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

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

22 (h) persons to whom the Designating Party agrees in writing or on the record of a
23 deposition or hearing that disclosure may be made.

24 7.3 Disclosure of “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”
25 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
26

1 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
2 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” only to:

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

6 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for
7 this Litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
8 A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

9 (c) the court and its personnel;

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

13 (e) the author or recipient of a document containing the information or a custodian or
14 other person who otherwise possessed or knew the information; and

15 (f) persons to whom the Designating Party agrees in writing or on the record of a
16 deposition or hearing that disclosure may be made.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
18 OTHER 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 “HIGHLY CONFIDENTIAL - 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 the
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1 other litigation that some or all of the material covered by the subpoena or order is subject to this
2 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

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

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

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
15 THIS 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 -
18 ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with this
19 litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions
20 should be construed as prohibiting a Non-Party from seeking additional protections.
21

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

25 1. promptly notify in writing the Requesting Party and the Non-Party that some or all of
26 the information requested is subject to a confidentiality agreement with a Non-Party;
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1 2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in
2 this litigation, the relevant discovery request(s), and a reasonably specific description of the
3 information requested; and

4 3. make the information requested available for inspection by the Non-Party.

5 (c) If the Non-Party fails to object or seek a protective order from this court within 14
6 days of receiving the notice and accompanying information, the Receiving Party may produce the
7 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
8 seeks a protective order, the Receiving Party shall not produce any information in its possession or
9 control that is subject to the confidentiality agreement with the Non-Party before a determination by
10 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
11 seeking protection in this court of its Protected Material.
12

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
15 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
16 the Receiving Party must immediately (a) notify in writing the Designating Party of the
17 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
18 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
19 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and
20 Agreement to Be Bound" that is attached hereto as Exhibit A.
21

22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain inadvertently
25 produced material is subject to a claim of privilege or other protection, the obligations of the
26 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
27 is not intended to modify whatever procedure may be established in an E-discovery order that
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1 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
2 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
3 communication or information covered by the attorney-client privilege or work product protection,
4 the parties may incorporate their agreement in the stipulated protective order submitted to the court.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
7 seek its modification by the court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
9 no Party waives any right it otherwise would have to object to disclosing or producing any
10 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
11 Party waives any right to object on any ground to use in evidence any of the material covered by
12 this Protective Order.

13 12.3 Filing Protected Material. Without written permission from the Designating Party or
14 a court order secured after appropriate notice to all interested persons, a Party may not file in the
15 public record in this action any Protected Material. A Party that seeks to file under seal any
16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
17 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
18 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing
19 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled
20 to protection under the law. If a Receiving Party's request to file Protected Material under seal
21 pursuant to Civil Local Rule 79-5(e) is denied by the court, then the Receiving Party may file the
22 Protected Material in the public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise
23 instructed by the court.
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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: October 5, 2015.


MAGISTRATE JUDGE PAUL S. GREWAL

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
October ____, 2015 in the case of *Hitachi Data Systems Corporation v. The Richardson Company*,
Case No. 5:15-cv-00487-LHK (PSG). 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]