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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

SEB INVESTMENT MANAGEMENT AB,  
Individually and on Behalf of All Others Similarly  
Situated,

Plaintiff,

v.

ALIGN TECHNOLOGY, INC., JOSEPH M.  
HOGAN, and JOHN F. MORICI,

Defendants.

Case No. 5:18-cv-06720-LHK

CLASS ACTION

~~PROPOSED~~ **PROTECTIVE ORDER FOR  
STANDARD LITIGATION**

Judge: Hon. Lucy H. Koh

Re: Dkt. No. 168

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

12 2. DEFINITIONS

13 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or  
14 items under this Order.

15 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated,  
16 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil  
17 Procedure 26(c).

18 2.3 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as well as  
19 their support staff).

20 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
21 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

25 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
26 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant  
27 in this action.

28

1           2.7    In-House Counsel: attorneys who are employees of a Party to this action. In-House  
2 Counsel does not include Outside Counsel of Record or any other outside counsel.

3           2.8    Non-Party: any natural person, partnership, corporation, association, or other legal entity  
4 not named as a Party to this action.

5           2.9    Outside Counsel of Record: attorneys who are not employees of a party to this action but  
6 are retained to represent or advise a party to this action and have appeared in this action on behalf of that  
7 party or are affiliated with a law firm which has appeared on behalf of that party.

8           2.10 Party: any party to this action, including all of its officers, directors, employees,  
9 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

10          2.11 Producing Party: a Party or Non-Party that produces Discovery Material in this action.

11          2.12 Professional Vendors: persons or entities that provide litigation support services  
12 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
13 storing, or retrieving data in any form or medium) and their employees and subcontractors.

14          2.13 Protected Material: any Discovery Material that is designated as “CONFIDENTIAL.”

15          2.14 Receiving Party: a Party that receives Discovery Material from a Producing Party.

16 3.    SCOPE

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

28

1 4. DURATION

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

8 5. DESIGNATING PROTECTED MATERIAL

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

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

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

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

26 Designation in conformity with this Order requires:

27 (a) For information in documentary form (e.g., paper or electronic documents, but  
28 excluding transcripts of depositions or other pretrial or trial proceedings), the Producing Party shall affix

1 the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions  
2 of the material on a page qualifies for protection, the Producing Party also must clearly identify the  
3 protected portion(s) (e.g., by making appropriate markings in the margins). For information in  
4 documentary form produced in its electronic native format, the Producing Party shall produce such  
5 information with a one-page TIFF placeholder to which the Producing Party shall affix the legend  
6 “CONFIDENTIAL” to the extent the information includes Protected Material. The Parties agree to confer  
7 regarding alternative reasonable methods should this format prove unreasonable for designating certain  
8 Protected Materials produced in electronic native format.

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

18 (b) For testimony given in deposition a Designating Party may have up to 30 days  
19 following receipt of the final transcript to identify any specific portion(s) of the testimony as to which  
20 protection from disclosure is sought. Until the end of that 30-day period, the entire transcript shall be  
21 treated as CONFIDENTIAL. The use of a document as an exhibit at a deposition shall not in any way  
22 affect its designation as CONFIDENTIAL.

23 (c) For information produced in some form other than documentary and for any other  
24 tangible items, the Producing Party shall affix in a prominent place on the exterior of the container or  
25 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a portion or  
26 portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall  
27 identify the protected portion(s).

28

1           5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate  
2 qualified information or items does not, standing alone, waive the Designating Party’s right to secure  
3 protection under this Order for such material. Upon timely correction of a designation, the Receiving Party  
4 must make reasonable efforts to assure that the material is treated in accordance with the provisions of  
5 this Order.

6    6.       CHALLENGING CONFIDENTIALITY DESIGNATIONS

7           6.1    Timing of Challenges. Any Party or Non-Party may challenge a designation of  
8 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation  
9 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant  
10 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality  
11 designation by electing not to mount a challenge promptly after the original designation is disclosed.

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

25          6.3    Judicial Intervention. If the parties cannot resolve a challenge without court intervention,  
26 they shall comply with the discovery dispute procedure outlined in Judge DeMarchi’s Standing Order for  
27 Civil Cases (and in compliance with Civ. L.R. 79-5, if applicable). Failure by the parties to seek court  
28 intervention within the period set out in Judge DeMarchi’s Standing Order for Civil Cases shall

1 automatically waive the confidentiality designation for each challenged designation. In addition, the  
2 Challenging Party may seek relief with respect to challenging a confidentiality designation at any time if  
3 there is good cause for doing so, including a challenge to the designation of a deposition transcript or any  
4 portions thereof. In any discovery letter brief filed pursuant to this provision, the parties shall attest that  
5 they have complied with the meet and confer requirements imposed by the preceding paragraph and  
6 Judge DeMarchi's Standing Order for Civil Cases.

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

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, defending,  
16 or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of  
17 persons and under the conditions described in this Order. When the litigation has been terminated, a  
18 Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the  
22 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or  
23 item designated "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this action, and regular or  
25 temporary employees and Professional Vendors of such Counsel (including outside copying and litigation  
26 support services) assisting in the conduct of the Action, for use in accordance with this Protective Order;

1 (b) the authorized representatives (including In-House Counsel) of the Parties who are  
2 assisting Counsel in the Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
3 (Exhibit A);

4 (c) Experts (as defined in this Order) of a Party and their personnel who are assisting  
5 Counsel in the Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
6 A), provided that no Discovery Material designated CONFIDENTIAL may be disclosed to any Expert or  
7 their personnel where the Expert, at the time of his or her potential retention in this Action, is currently,  
8 or is engaged in any discussions to be in the future, retained as an employee, consultant, or advisor of:  
9 3Shape A/S (including any subsidiaries or affiliated entities); Angelalign Technology Inc. (including  
10 Shanghai EA Medical Instruments Co., Ltd., Shuyang EA Medical Instruments Co., Ltd., Wuxi EA  
11 Medical Instruments Technologies Limited); Candid Care Co.; Carestream Dental; Dentsply Sirona Inc.  
12 (including OraMetrix, Inc. and Straight Smile, LLC); Envista Holdings Corp. (including entities related  
13 to Ormco, KaVo Kerr, and Nobel Biocare branded products); Henry Schein, Inc.; Medit Corp.; Shanghai  
14 Smartee Denti-Technology Co., Ltd.; SmileDirectClub, Inc. (including Access Dental Lab, LLC, SDC  
15 U.S. SmilePay SPV, SDC Financial, and SDC Holding, LLC); Straumann Holding AG (including Bay  
16 Materials, ClearCorrect, DrSmile, Geniova, Smyletec, and Yllor); The 3M Company (if responsibilities  
17 relate in any way to the Clarity product); uLab Systems Inc.; and Zenyum Pte. Ltd., except by written  
18 agreement of the Parties or by order of the Court and any appellate court. If any Expert of a Party is  
19 subsequently retained as an employee, consultant, or advisor of any of the entities listed above during the  
20 pendency of this Action, the Party who has retained such Expert will promptly notify the Designating  
21 Party. The Parties shall confer and bring any disputes to the Court.

22 (d) the Court, or any other federal district or appellate court that may have jurisdiction  
23 to decide issues in the Action, and its personnel;

24 (e) court reporters and videographers and their respective staff members engaged in  
25 connection with this Action;

26 (f) professional jury or trial consultants (and their staff), or mock jurors who are  
27 assisting Counsel for a Party and have signed the “Acknowledgment and Agreement to Be Bound”  
28 (Exhibit A);



1 (g) any mediator or settlement officer, and their supporting personnel, mutually agreed  
2 upon by any of the Parties engaged in settlement discussions and who have signed the “Acknowledgement  
3 and Agreement to Be Bound” (Exhibit A);

4 (h) insurers and reinsurers of the Parties, and counsel for such insurers or reinsurers,  
5 who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

6 (i) during their depositions, witnesses in the Action to whom disclosure is reasonably  
7 necessary and who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A), unless  
8 otherwise agreed by the Designating Party or ordered by the Court;

9 (j) the custodian, author, or recipient of a document containing the information or a  
10 person who otherwise possessed or knew the information.

11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
12 LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation that compels  
14 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

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

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

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

22 If the Designating Party timely seeks a protective order, the party served with the subpoena or  
23 court order shall not produce any information designated in this action as “CONFIDENTIAL” before a  
24 determination by the court from which the subpoena or order issued, unless the party has obtained the  
25 Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking  
26 protection in that court of its confidential material—and nothing in these provisions should be construed  
27 as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another  
28 court.

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

3 (a) The terms of this Order are applicable to information produced by a Non-Party in  
4 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
5 connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in  
6 these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

16 (c) If the Non-Party fails to object or seek a protective order from this court within  
17 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-  
18 Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a  
19 protective order, the Receiving Party shall not produce any information in its possession or control that is  
20 subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a  
21 court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
22 court of its confidential information.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material  
25 to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must  
26 immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best  
27 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to  
28 whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or

1 persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
2 Exhibit A. Unauthorized or inadvertent disclosure does not change the confidential status of Discovery  
3 Material or waive the right to hold the disclosed document or information as Protected Material. Any  
4 disputes concerning the unauthorized disclosure of Protected Material are subject to Judge DeMarchi’s  
5 Standing Order for Civil Cases.

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
7 MATERIAL

8 In the event that a Producing Party believes in good faith that Discovery Materials subject to a  
9 valid claim of attorney-client privilege or work-product protection has been produced inadvertently, the  
10 Producing Party shall notify the Receiving Party in writing within five (5) business days after so learning  
11 or discovering that such production has been made and the basis for claiming such disclosure was  
12 inadvertent. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced  
13 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are  
14 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Any disputes concerning any Discovery  
15 Material identified pursuant to this section are subject to Judge DeMarchi’s Standing Order for Civil  
16 Cases. This provision is not intended to modify whatever procedure may be established in an e-discovery  
17 order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence  
18 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication  
19 or information covered by the attorney-client privilege or work-product protection, the parties may  
20 incorporate their agreement in the protective order submitted to the court.

21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Protective Order abridges the right of any person  
23 to seek its modification by the court in the future.

24 12.2 Right to Assert Other Objections. By entry of this Protective Order, no Party waives any  
25 right it otherwise would have to object to disclosing or producing any information or item on any ground  
26 not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use  
27 in evidence of any of the material covered by this Protective Order.

28

12.3

1 ~~12.2~~ Filing Protected Material. Without written permission from the Designating Party or a court  
2 order secured after appropriate notice to all interested persons, a Party may not file in the public record in  
3 this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply  
4 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order  
5 authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a  
6 sealing order will issue only upon a request establishing that the Protected Material at issue is privileged,  
7 protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's  
8 request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court,  
9 then the Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-  
10 5(f)(2) unless otherwise instructed by the court.

11 13. FINAL DISPOSITION

12 Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving  
13 Party must use reasonable efforts to return all Protected Material to the Producing Party or destroy such  
14 material. The Receiving Party's reasonable efforts shall not require the return or destruction of Protected  
15 Material that is subject to legal hold obligations. Backup storage media will not be restored for purposes  
16 of returning or certifying destruction of Protected Material after the final disposition of this action, but  
17 such retained information shall continue to be treated in accordance with the Order. As used in this  
18 subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other  
19 format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel  
20 are entitled to retain archival copies of all pleadings, motion papers, trial, deposition and hearing  
21 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
22 product, and consultant and expert work product, even if such materials contain Protected Material. Any  
23 such archival copies that contain or constitute Protected Material remain subject to this Protective Order  
24 as set forth in Section 4 (DURATION).

25 **IT IS SO ORDERED.**

26  
27 DATED: April 7, 2021



Hon. Virginia K. DeMarchi  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or  
4 type full address], declare under penalty of perjury that I have read in its entirety and understand the  
5 Protective Order that was issued by the United States District Court for the Northern District of California  
6 on [date] in the case of *SEB Investment Management AB v. Align Technology, Inc.*, Case No. 5:18-cv-  
7 06720-LHK. I agree to comply with and to be bound by all the terms of this Protective Order and I  
8 understand and acknowledge that failure to so comply could expose me to sanctions and punishment in  
9 the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item  
10 that is subject to this Protective Order to any person or entity except in strict compliance with the  
11 provisions of this Order. I further solemnly promise not to use Protected Material for any purpose other  
12 than with respect to this litigation.

13 I further agree to submit to the jurisdiction of the United States District Court for the Northern  
14 District of California for the purpose of enforcing the terms of this Protective Order, even if such  
15 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 number] as my  
18 California agent for service of process in connection with this action or any proceedings related to  
19 enforcement of this Protective Order.

20  
21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23  
24 Printed name: \_\_\_\_\_

25  
26 Signature: \_\_\_\_\_