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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA—SACRAMENTO DIVISION

WILLIAM LANDES,	)	Case No.: 2:12-CV-01252 MCE-KJN
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
SKIL POWER TOOLS, a Division of ROBERT	)	
BOSCH TOOL CORPORATION, a Delaware	)	
Corporation; ROBERT BOSCH TOOL	)	
CORPORATION, a Delaware Corporation;	)	
LOWE'S HIW, INC., a Washington Corporation;	)	
LOWE'S COMPANIES INC., a Delaware	)	
Corporation; and DOES 1 through 30, INCLUSIVE,	)	
	)	
Defendants.	)	

**STIPULATED PROTECTIVE ORDER**

IT IS STIPULATED AND AGREED by the parties, plaintiff William Landes, defendant Robert Bosch Tool Corporation (Bosch) and defendant Lowe's HIW, Inc. (Lowe's,) through their undersigned counsel, that:

1. Proceedings and Information Governed

This protective order and any amendments or modifications to it shall govern any documents, information or thing furnished by any party, including third parties (hereafter referred to as "conveying party"), to any other party (hereafter referred to as "receiving party") in connection with the discovery and pretrial phase of this action.

This protective order shall not preclude any party from withholding any document, information or thing on the basis of the attorney-client privilege or attorney work-product doctrine, or otherwise affect any party's claim of privilege with respect to any such document, information or thing. The inadvertent production of any privileged document, information or thing shall not be deemed a waiver of such privilege or otherwise affect any party's right to seek return of the inadvertently produced document, information or thing. Further, this Protective order shall not preclude any party from withholding any document, information or thing the

1 disclosure of which might constitute a breach of an agreement with a third party, nor shall it  
2 preclude any party from moving the Court for an order directing the disclosure of such materials.

3 This protective order does not govern proceedings during trial, nor does it prohibit the  
4 parties from seeking a protective order to govern proceedings during trial.

5 Subject to the terms set forth below, all information produced by a conveying party shall  
6 be used by the parties receiving the information solely for the purposes of preparing for and  
7 conducting this action, and the information shall not be used for any other purpose.

8 2. Definitions

9 "CONFIDENTIAL MATERIALS" are any documents, information or things that  
10 constitute, reflect or contain trade secrets or other non-public, proprietary or business-sensitive  
11 information, or things, including, without limitation, confidential research, design and  
12 development, non-public financial, corporate, or other commercial information belonging to or  
13 concerning a party or conveying party that could, if produced without being subject to a  
14 protective order, harm the competitive position of the party in the table saw industry as to Bosch,  
15 and in the retail sales business, as to Lowe's, and that a party or conveying party designates as  
16 "CONFIDENTIAL" or "CONFIDENTIAL-2" as described below.

17 "Confidentiality Pledge" shall mean an undertaking, in the form attached as Exhibit A, to  
18 be bound by the provisions of this protective order.

19 "Inadvertent production" shall mean unintentional or accidental production of privileged  
20 documents, information or things for whatever reason irrespective of whether: (i) such  
21 production was careless, reckless, or negligent; or (ii) the precautions taken to avoid such  
22 inadvertent production were inadequate.

23 3. The Need for a Protective Order Instead of an Agreement Among Parties

24 Both Bosch and Lowe's assert they operate in very competitive industries. Bosch is but  
25 one of many manufacturers of table saws and Lowe's is but one of many home improvement  
26 warehouse store retailers. Both Bosch and Lowe's believe that an agreement among the parties  
27 to this action, without the force behind it of a court order, would not likely provide the necessary  
28 protection to ensure that confidential information is not made available to the competitors of

1 either Bosch or Lowe's. There have been other cases involving table saw injuries in the past and  
2 there are currently pending cases against Bosch and other manufacturers in which protective  
3 orders have been issued to protect the manufacturers and other parties from the disclosure of  
4 confidential information to anyone not directly involved in the litigation, including competitors.  
5 In order to provide the parties with protection against disclosure of its confidential information,  
6 while allowing the non-conveying parties to access information needed to pursue the claims and  
7 defenses in this case, a protective order is the best vehicle to accomplish this goal.

8 4. Designation of Confidential Information

9 a. Documents, information and things produced by a party during the course  
10 of this litigation, including but not limited to responses to discovery requests and  
11 interrogatories, may be designated by such party as "CONFIDENTIAL" or "CONFIDENTIAL-  
12 2" at the time of production. After such time, a document, information or thing may be  
13 designated as "CONFIDENTIAL" or "CONFIDENTIAL-2" in writing, by any party, provided  
14 that any such designation shall be within a reasonable time after disclosure. In addition, within  
15 one month of the execution of this protective order, any party may designate as  
16 "CONFIDENTIAL" or "CONFIDENTIAL-2" a document, information or thing previously  
17 produced in this action.

18 b. Documents, information and things produced by a party during the course  
19 of this litigation, including but not limited to responses to discovery requests and  
20 interrogatories, shall be designated by the conveying party as containing "CONFIDENTIAL" or  
21 "CONFIDENTIAL-2" information by placing a "CONFIDENTIAL(or CONFIDENTIAL-2) –  
22 Subject to protective order" legend on each page and each thing, by so indicating in any other  
23 reasonable manner appropriate to the form in which the documents, information or things are  
24 made available to the receiving party, or alternatively, by advising the receiving party in writing  
25 as to the particular documents, information or things designated "CONFIDENTIAL" or  
26 "CONFIDENTIAL-2."

27 c. A party may designate information disclosed at a deposition, including  
28 questions, testimony, documents or exhibits as "CONFIDENTIAL" or "CONFIDENTIAL-2"

1 by requesting that the reporter so designate all or part of the deposition transcript at the time of  
2 the deposition or by requesting such designation in writing within a reasonable time after  
3 receipt of the deposition transcript. Where only a portion of a deposition transcript contains  
4 "CONFIDENTIAL" or "CONFIDENTIAL-2" information, only such portion of the transcript  
5 may be so designated. Any portions of a deposition transcript designated "CONFIDENTIAL"  
6 or "CONFIDENTIAL-2" and any deposition exhibits so designated shall be bound separately  
7 and treated accordingly.

8 d. Any party invoking "CONFIDENTIAL" or "CONFIDENTIAL-2"  
9 protection during a deposition may exclude from the room any person who is not authorized  
10 under this protective order to receive information designated "CONFIDENTIAL" or  
11 "CONFIDENTIAL-2."

12 e. In the event that a party's motion papers, briefs, memoranda, discovery  
13 requests, requests for admissions or other papers of any kind contain another party's  
14 "CONFIDENTIAL" or "CONFIDENTIAL-2" information, the papers shall be designated as  
15 "CONFIDENTIAL" or "CONFIDENTIAL-2" and shall be treated accordingly.

16 f. All documents, including attorneys notes and abstracts, that contain  
17 another party's "CONFIDENTIAL" or "CONFIDENTIAL-2" information shall be treated as if  
18 such documents were also designated as "CONFIDENTIAL" or "CONFIDENTIAL-2."

19 g. The parties shall use reasonable care to avoid designating as  
20 "CONFIDENTIAL" or "CONFIDENTIAL-2" any document, information or thing that is not  
21 entitled to such designation under the applicable law or that is generally available to the public.

22 5. Use of Confidential Information

23 a. Documents, information or things designated "CONFIDENTIAL" or  
24 "CONFIDENTIAL-2" shall not be made public by counsel or persons entitled access to such  
25 materials under this protective order unless such materials become part of the public record of  
26 this action other than through a violation of this protective order, and shall not be disclosed to  
27 anyone other than this Court and the persons entitled access to such materials under this  
28 protective order.

1           b.       All documents, information and things designated "CONFIDENTIAL" or  
2 "CONFIDENTIAL-2" may be used by persons to whom such documents, information and things  
3 are properly disclosed pursuant to this protective order solely for purposes of pretrial preparation  
4 and proceedings in this action, trial of this action and any appellate proceedings in this action.  
5 Such documents, information and things shall be used for no other purpose unless and until  
6 agreed to in writing by all parties to this action or authorized by order of the Court. No person  
7 who receives any such document, information or thing shall disclose it to any person for any  
8 purpose other than for pretrial preparation and proceedings in this action. Notwithstanding the  
9 foregoing, counsel for plaintiff may use any documents, information or things disclosed by  
10 Bosch, but not by Lowe's HIW, Inc., for purposes of pretrial, trial or appellate proceedings in  
11 any other action counsel for plaintiff (Tiedt & Hurd or Kelley/Uustal Law Firm) has pending in  
12 which Bosch, or its predecessors or successors, is a defendant, and where the allegations concern  
13 design defects in power table saws. Such documents, information or things disclosed by Bosch  
14 may only be utilized against Bosch, and not against Lowe's, in any such other action.

15           c.       Documents, information and things designated "CONFIDENTIAL" may  
16 be disclosed by the receiving party only to: (i) officers and employees of the receiving party  
17 who the receiving party reasonably and in good faith believes need to know in order for the  
18 receiving party to prepare for this action; (ii) counsel in this action, and such counsel's  
19 stenographic, clerical and paralegal employees whose functions require access to such  
20 "CONFIDENTIAL" information; (iii) court reporters and stenographers engaged to transcribe  
21 depositions or proceedings in this action; (iv) the Court and its employees; (v) employees of the  
22 designating party during the course of a deposition or other proceeding in this action; (vi) experts  
23 or consultants retained by the receiving party and whose advice and consultation are being or  
24 will be used by the party in connection with this action, provided that such experts and  
25 consultants have first executed a Confidentiality Pledge; (vii) any non-party witness or any  
26 person reasonably anticipated to be a witness at a deposition or other proceeding in this action  
27 provided such person has executed a Confidentiality Pledge; and (viii) any other person, with the  
28 prior written approval of the designating party, provided such person has executed a

1 Confidentiality Pledge.

2 d. Any and all Confidentiality Pledges signed by experts or consultants shall  
3 be maintained by the receiving counsel, but need not be produced to opposing counsel absent an  
4 order of the Court. At such time that the parties identify experts pursuant to order of the Court  
5 or by Rule 26 of the Federal Rules of Civil Procedure, a copy of the Confidentiality Pledge with  
6 respect to each identified expert shall be produced to the opposing counsel within ten days. At  
7 the conclusion of the litigation, counsel for each party shall deliver to opposing counsel a copy of  
8 each and every Confidentiality Pledge it obtained during the course of the litigation.

9 e. Documents, information and things designated "CONFIDENTIAL-2" may  
10 be disclosed by the receiving party as allowed in Sections 5(c) and 5(d) above, except that under  
11 no circumstances shall documents, information or things designated "CONFIDENTIAL-2" or  
12 any of the information contained therein be released or disclosed to Stephen Gass or any agent or  
13 employee of SawStop, LLC; SawStop, Inc.; SD3, LLC; or any of their parents, subsidiaries, or  
14 affiliated companies. Plaintiff agrees to abide by this designation without waiving its right to  
15 challenge the withholding of any or all information from Stephen Gass. Such challenge, if any,  
16 shall be made by motion to the Court to lift all or part of any restraint from disclosing such  
17 information to Gass. Plaintiff agrees to abide by such designation until any such designation or  
18 restraint is lifted by consent or court order.

19 f. In the event that a party desires to provide access to or to disseminate  
20 CONFIDENTIAL MATERIALS to any person not otherwise entitled to access under this  
21 protective order, and if the parties cannot agree in writing to the requested additional disclosure,  
22 that party may move the Court for an order that such person be given access to the materials. In  
23 the event that the motion is granted, such person may have access to CONFIDENTIAL  
24 MATERIALS after first signing a Confidentiality Pledge, a copy of which shall be forwarded  
25 promptly thereafter to opposing counsel.

26 g. Nothing in this order shall restrict a party's use of its own materials that it  
27 produces in discovery.

28 h. Nothing in this order shall restrict a party's use of information which (i)

1 the conveying party agrees, or the Court rules, is already public knowledge, (ii) the conveying  
2 party agrees, or the Court rules, has become public knowledge other than as a result of a  
3 violation of this protective order or by any other unlawful means, (iii) was already known to the  
4 receiving party under conditions such that its use and/or public disclosure by the receiving party  
5 would not violate some obligation to another, which knowledge is established by pre-production  
6 documentation, or (iv) has come or shall come into the receiving party's legitimate possession  
7 independently of the conveying party under conditions such that its use and/or public disclosure  
8 by the receiving party would not violate some obligation to another.

9 i. Nothing in this order shall restrict or prohibit discussions with any person  
10 about CONFIDENTIAL MATERIALS if such person already has or obtains legitimate  
11 possession of the materials, without restrictions which would independently prohibit such  
12 discussion.

13 6. Filing or Lodging CONFIDENTIAL MATERIALS with the Court Under Seal

14 The sealing of documents by the Court is never automatic. Any party seeking to file or  
15 lodge CONFIDENTIAL MATERIALS with the Court under seal must file a Notice of Request  
16 to Seal Documents in accordance with the Eastern District Local Rules, including Local Rule  
17 141, and the Federal Rules of Civil Procedure.

18 7. Inadvertent Failure to Designate

19 In the event that a conveying party inadvertently fails to designate documents,  
20 information or things as "CONFIDENTIAL" or "CONFIDENTIAL-2," the conveying party may  
21 later correct the error by notifying the receiving party of the error in writing and making the  
22 appropriate designation in accordance with paragraph 4 above. The receiving party shall  
23 thereafter treat the documents, information or things in accordance with the designation and shall  
24 take reasonable steps to ensure that any person to whom the receiving party has previously  
25 disclosed the documents, information or things treats them in accordance with the designation.

26 If the conveying party chooses to produce new copies of the documents, information or  
27 things with the appropriate "CONFIDENTIAL" or "CONFIDENTIAL-2" designation, the  
28 receiving party shall return any copies of the documents, information or things that were



1 inadvertently produced without the proper "CONFIDENTIAL" or "CONFIDENTIAL-2"  
2 designation to the conveying party without retaining any copies. The receiving party shall also  
3 make reasonable efforts to obtain and return any improperly designated documents, information  
4 or things and preclude their dissemination and use by any person to whom the receiving party  
5 has previously disclosed the improperly designated documents, information or things.

6 8. Challenge to Designations

7 a. A party may challenge any other party's designation of any document,  
8 information or thing as "CONFIDENTIAL" or "CONFIDENTIAL-2" at any time. Failure of a  
9 party expressly to challenge a designation shall not constitute a waiver by such party of the right  
10 to assert at a subsequent time that the designation is not appropriate.

11 b. In case of disagreement with the designation of any document,  
12 information or thing as "CONFIDENTIAL" or "CONFIDENTIAL-2," a party may request in  
13 writing that the designating party change the designation.

14 c. If a party denies a request to change the designation of any document,  
15 information or thing as "CONFIDENTIAL" or "CONFIDENTIAL-2" and the requesting party  
16 disagrees with the designating party's reasons for such denial or the designating party fails to  
17 respond to the request, the requesting party may apply to the Court, in a manner consistent with  
18 the Court's rules applicable to discovery disputes, for an order removing or changing the  
19 designation in the manner stated in the request. On such application, the designating party shall  
20 have the burden of proving that the material in question is within the scope of protection afforded  
21 by federal law. No use or disclosure of any document, information or thing designated  
22 "CONFIDENTIAL" or "CONFIDENTIAL-2" shall be made, except as otherwise authorized by  
23 this protective order, unless and until the parties agree or the Court orders that the designation  
24 shall be removed.

25 9. Inadvertent Disclosure

26 a. In the event of an inadvertent disclosure of a party's "CONFIDENTIAL"  
27 or "CONFIDENTIAL-2" documents, information or things to a person not authorized by this  
28 protective order to receive such materials, the party making the inadvertent disclosure shall, upon



1 learning of the disclosure:

- 2 (i) promptly notify the person to whom the disclosure was made that  
3 it contains "CONFIDENTIAL" or "CONFIDENTIAL-2"  
4 information subject to this protective order;
- 5 (ii) promptly make reasonable efforts to obtain the return of the  
6 "CONFIDENTIAL" or "CONFIDENTIAL-2" documents,  
7 information, or things from and preclude its dissemination or use  
8 by the person to whom disclosure was inadvertently made; and
- 9 (iii) within five (5) business days, serve the conveying party with a  
10 written notice stating the identity of the person to whom the  
11 disclosure was made, the nature of and circumstances surrounding  
12 the disclosure and the steps taken to obtain the return of the  
13 improperly disclosed documents, information or things and to  
14 ensure against their further dissemination or use.

15 10. Inadvertent Production of Privileged Documents, Information or Things

16 To facilitate the timely production of voluminous documents in compliance with the  
17 parties' respective requests for production, the inadvertent production of any privileged  
18 document, information or thing shall not be deemed a waiver of such privilege or otherwise  
19 affect any party's right to seek return of the inadvertently produced document, information or  
20 thing. The party receiving a document, information or thing that appears to be privileged shall  
21 promptly notify the conveying party upon becoming aware that the document, information or  
22 thing may have been inadvertently produced and, in any event, before making any use of the  
23 document, information or thing in its submissions to the Court or otherwise. The fact that a  
24 document, information or thing is listed on a party's privilege log shall be *prima facie* evidence  
25 that such document, information or thing has been inadvertently produced, but the failure to list  
26 such document, information or thing shall not preclude the conveying party from claiming that  
27 the document, information or thing is privileged and was inadvertently produced.

28 In the event documents, information or things which are claimed to be privileged or

1 subject to the work product doctrine are inadvertently produced during discovery, such  
2 documents, information or things shall be returned by the receiving party within two days of any  
3 written request for their return, unless the receiving party challenges the privileged nature of the  
4 documents, information or things in which case the conveying party shall be entitled to make an  
5 application to the Court for the return of such documents, information or things. A claimed lack  
6 of privilege (and not the inadvertent production) shall be the sole ground for refusing to return  
7 inadvertently produced privileged documents, information or things and such documents,  
8 information or things shall only be retained while an application to the court is pending. While  
9 such application is pending, the receiving party shall not use or divulge the contents of such  
10 documents, information or things, except to the Court under seal. If the Court finds that the  
11 documents, information or things in question are privileged, the receiving party shall promptly  
12 return all copies of the inadvertently produced documents, information, or things and not retain  
13 any copies, notes or summaries of the documents, information or things. The receiving party  
14 shall also make reasonable efforts to obtain and return any inadvertently produced document(s),  
15 information or thing(s) and preclude their dissemination and use by any person to whom the  
16 receiving party has previously disclosed the inadvertently produced document(s), information or  
17 thing(s).

18 11. Non-party Information

19 Discovery in this proceeding may involve disclosure by a non-party of its  
20 "CONFIDENTIAL" or "CONFIDENTIAL-2" documents, information or things. At the option  
21 of a non-party, such documents, information or things may be produced subject to the provisions  
22 of this protective order and, in that event, shall provide the non-party, with respect to the  
23 information produced by such non-party in connection with the discovery and pre-trial phase of  
24 this action, with all of the rights and obligations of a party as created by this protective order.

25 12. Subpoenas

26 a. In the event any person or party having possession, custody or control of  
27 any document, information or thing designated as "CONFIDENTIAL" or "CONFIDENTIAL-2"  
28 by another party pursuant to the terms of this protective order receives a subpoena or other

1 process or order to produce the document, information or thing, the subpoenaed person or party  
2 shall promptly (within five business days):

3 (i) give notification in writing of such fact to the attorneys of record  
4 of the designating party;

5 (ii) furnish such attorneys of record with a copy of such subpoenas,  
6 process or order; and

7 (iii) provide reasonable cooperation to the designating party with  
8 respect to any procedure instituted by the designating party to protect the  
9 confidentiality of the document, information or thing, including seeking  
10 all reasonable extensions to afford the disputing party an opportunity to  
11 obtain appropriate judicial relief;

12 (iv) provide the designated party reasonable time to seek appropriate  
13 judicial relief before complying with the subpoena.

14 b. If the designating party makes a motion to quash or modify the subpoena,  
15 process or order, the subpoenaed party shall not disclose, pursuant to the subpoena, process or  
16 order, any document, information or thing designated as "CONFIDENTIAL" or  
17 "CONFIDENTIAL-2" by the designating party except as required by an order or other process of  
18 the court having jurisdiction over the matter, and then only in accordance with such order or  
19 process.

20 13. Modification

21 a. Nothing in this order shall restrict the power of the Court to modify this  
22 protective order or any of its terms, for good cause shown.

23 b. Nothing in this order shall preclude any party from applying to the Court  
24 for relief from this protective order, or for further or additional protective orders, or from  
25 agreeing between themselves in writing, to modification of this protective order, subject to the  
26 approval of this Court.

27 c. Nothing in this order shall preclude any party from enforcing its rights  
28 against any other party or any non-party believed to be violating its rights.

1           14.    No Waiver

2           Neither the taking of, nor the failure to take, any action to enforce the provisions of this  
3 protective order, nor the exercise of, or failure to exercise, any rights created by this protective  
4 order, shall constitute a waiver of any right to seek or obtain protection or relief other than as  
5 specified in this order or to pursue any claim or defense in this action or any other action. This  
6 protective order shall not affect the rights of the parties to object to discovery on grounds other  
7 than those related to trade secrets or confidential or proprietary information claims, nor shall it  
8 relieve a party of its obligation to respond properly to discovery requests.

9           15.    Disposition of Documents at Termination of Litigation

10           a..     At the conclusion of this action, and any other action plaintiff's counsel  
11 may have pending that is covered under section 4b. above, each receiving party shall either  
12 return all CONFIDENTIAL MATERIALS of a conveying party in its possession, custody or  
13 control, and any copies of such materials, to counsel for the conveying party, or shall otherwise  
14 dispose of such CONFIDENTIAL MATERIALS in a manner agreeable to both parties, except  
15 that trial counsel for the receiving party may retain work-product derived from the  
16 CONFIDENTIAL MATERIALS of a conveying party.

17           16.    Violation of Order

18           A violation of this protective order will subject the violating party to sanctions if the  
19 Court finds good cause for the awarding of sanctions, following a noticed motion to the Court.

20           17.    Termination of Action

21           The Parties recognize that Eastern District Local Rule 141.1(f) provides as follows:  
22 “Once the clerk has closed this action, unless otherwise ordered, the Court will not retain  
23 jurisdiction over enforcement of the terms of any protective order filed in that action.”  
24 Accordingly, pursuant to Eastern District Local Rule 141.1(f), the Court shall not retain  
25 jurisdiction over the case once it has been terminated absent a prior court order retaining  
26 jurisdiction.

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18. Approval By Court

The parties agree that they will tender this stipulated protective order to the Court to be so ordered and that, prior to approval by the Court, this stipulated protective order shall be effective and binding on the parties as if approved by the Court.

Dated: March 5, 2013

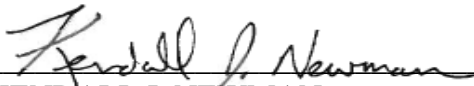
By: /s/ Marc Hurd  
TIEDT & HURD  
Marc Hurd  
*Attorneys for plaintiff*

/s/ Jordan M. Lewis  
KELLEY/UUSTAL LAW FIRM  
Jordan M. Lewis  
*Attorneys for plaintiff*

/s/ Jack B. McCowan, Jr.  
GORDON & REES LLP  
Jack B. McCowan, Jr.  
*Attorneys for defendants*

**IT IS SO ORDERED.**

Date: 3/6/2013

  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE

**Exhibit A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA-SACRAMENTO DIVISION

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5	WILLIAM LANDES,	)	Case No.: 2:12-CV-01252 MCE-KJN
6		)	
7	Plaintiff,	)	
8		)	
9	vs.	)	
10		)	
11	SKIL POWER TOOLS, a Division of ROBERT	)	
12	BOSCH TOOL CORPORATION, a Delaware	)	
13	Corporation; ROBERT BOSCH TOOL	)	
14	CORPORATION, a Delaware Corporation; LOWES'	)	
15	HIW, INC., a Washington Corporation; LOWE'S	)	
16	COMPANIES INC., a Delaware Corporation; and	)	
17	DOES 1 through 30, INCLUSIVE,	)	
18		)	
19	Defendants.	)	
20		)	
21		)	

**CONFIDENTIALITY PLEDGE**

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the United States that:

1. My present address is \_\_\_\_\_

2. My present employer is \_\_\_\_\_ and the address of my present employer is \_\_\_\_\_

3. My present occupation or job description is \_\_\_\_\_

4. I have received a copy of the protective order in this action signed by the Court and dated \_\_\_\_\_.

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- 5. I have carefully read and understand the provisions of the protective order.
- 6. I will comply with and be bound by all of the provisions of the protective order
- 7. I will hold in confidence and will not disclose to anyone not qualified under the protective order and will use only for purposes of this action, any CONFIDENTIAL MATERIALS which are disclosed to me. I will take appropriate steps and assume full responsibility to assure that any other people, *e.g.*, clerical or secretarial personnel, working for me will abide by the protective order.
- 8. I will return all CONFIDENTIAL MATERIALS that come into my possession, and documents or things that I have prepared relating such materials, to counsel for the party by whom I am employed or retained when requested to do so by that counsel.
- 9. I declare further that I understand that if I violate the provisions of the protective order, I may be subject to sanctions by the Court and that any party may assert other remedies against me. I submit to the jurisdiction of this Court for the purpose of enforcement of the protective order in this action.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

BOSC/1078805/14935493v.1