

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

_____x		)	
		)	Index No. 652386/2014
CALLSOME SOLUTIONS, INC.,		)	I.A.S. Part 48
		)	(Oing, J.)
	Plaintiff,	)	
		)	
vs.		)	<b>STIPULATION AND ORDER FOR</b>
		)	<b>THE PRODUCTION AND</b>
GOOGLE INC.,		)	<b>EXCHANGE OF CONFIDENTIAL</b>
		)	<b>INFORMATION</b>
	Defendant.	)	
		)	
_____x			

This matter having come before the Court by stipulation of Plaintiff, Callsome Solutions, Inc., and Defendant, Google Inc., for the entry of a protective order pursuant to CPLR 3103(a), limiting the review, copying, dissemination and filing of confidential and/or proprietary documents and information to be produced by either party and their respective counsel or by any non-party in the course of discovery in this matter to the extent set forth below; and the parties, by, between and among their respective counsel, having stipulated and agreed to the terms set forth herein, and good cause having been shown;

IT IS hereby ORDERED that:

1. This Stipulation is being entered into to facilitate the production, exchange and discovery of documents, tangible things, physical objects, written discovery responses, testimony, or other information produced, disclosed, served or filed by any party or non-party in this litigation (“Discovery Material”).
2. Either party may designate Discovery Material in connection with this action as “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” either by notation on the document, statement on the record of the deposition, written advice to the respective

undersigned counsel for the parties hereto, or by other appropriate means. Each of these categories of confidential Discovery Material (“Confidential” and “Highly Confidential - Attorneys’ Eyes Only”) shall be identified collectively in this Stipulation as “Protected Information.”

- (a) Any Discovery Material containing or including confidential information may be designated as such by the producing party by marking it “Confidential” or “Highly Confidential – Attorneys Eyes Only” prior to or at the time copies are furnished to the receiving party, provided that deposition testimony shall be designated in accordance with paragraph 8 hereof. All legends shall be affixed on each page or thing in such a manner that no written material is obliterated or obscured. Legends shall be imprinted on all electronically produced documents and media where practicable. If it is impracticable to imprint a legend on an electronically produced document (for example, where the document is produced in native format), a placeholder slip sheet shall be inserted with the Bates range and confidentiality designation, if any. A legend shall also be affixed to any portable electronic media disk or device (such as a DVD, thumb drive, or external hard drive) that contains Discovery Material designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY.
- (b) All Protected Information not reduced to documentary, tangible or physical form, or which cannot be conveniently designated as set forth above in paragraph 2(a) or pursuant to another manner of making a confidentiality designation set forth in this Stipulation, shall be designated by the Producing party by informing the

Receiving party of the designation in writing at the time the information is furnished to the receiving party or as set forth below.

- (c) Any Discovery Material (including physical objects and tangible things) made available for inspection by counsel for the receiving party prior to producing copies of items selected by the receiving party shall initially be considered, as a whole, to constitute Protected Information (unless otherwise designated at the time of inspection) and shall be subject to this Stipulation. Thereafter, the Producing party shall have a reasonable time to review and designate the appropriate Discovery Material as “Confidential” or “Highly Confidential – Attorneys Eyes Only” prior to furnishing copies to the Receiving party.
- (d) The following Discovery Material is not Protected Information:
  - i. Any Discovery Material that is publicly known or, after its disclosure to a Receiving party, becomes publicly known as a result of publication not involving a violation of this Stipulation or other obligation to maintain the confidentiality of such material;
  - ii. Any Discovery Material that the receiving party can show by written records that it was lawfully acquired from an independent source in substantially the same form in which it was provided by the party claiming confidentiality, without restriction as to use or obligation as to confidence.

3. As used herein:

- (a) Protected Information designated “Confidential” shall mean all Discovery Material of which a Producing party takes reasonable precautions to maintain the confidentiality and that the Producing party in good faith believes qualifies for

protection under standards developed under CPLR 3103, including confidential or commercially sensitive technical, sales, marketing, personal, or financial information of the Producing party, or information that the producing party is under a legal obligation to maintain as confidential.

- (b) Protected Information designated “Highly Confidential - Attorneys’ Eyes Only” shall mean Protected Information of which a Producing party takes reasonable precautions to maintain the confidentiality and that the Producing party in good faith believes qualifies for protection under standards developed under CPLR 3103, including because it contains extremely sensitive information. Protected Information designated “Highly Confidential - Attorneys’ Eyes Only” includes:
- (i) confidential and extremely commercially sensitive pricing, marketing, financial, sales, web traffic, research and development, or technical, data or information;
  - (ii) confidential and commercially sensitive competitive information, including, without limitation, information obtained from a nonparty pursuant to a current Nondisclosure Agreement (“NDA”);
  - (iii) information or data relating to future products not yet commercially released and/or strategic plans;
  - (iv) trade secret or proprietary information, including product formulas and consumer research, or other confidential research and development information;
  - (v) commercial agreements, settlement agreements or settlement communications, the disclosure of which is likely to cause harm to the competitive position of the producing party;
  - (vi) information that relates to an individual that is of a purely personal nature;
  - (vii) any information which affords the Producing Party an actual or potential economic advantage over others; and/or
  - (viii) any category of

information upon which the parties agree. The parties shall meet and confer concerning any request by a party to designate material as “Highly Confidential – Attorneys’ Eyes Only” under section 3(b)(viii), and agreement by the non-requesting party shall not be unreasonably withheld.

- (c) “Producing party” shall mean the parties to this action and any third-parties producing Protected Information in connection with depositions, document production or otherwise, or the party asserting the confidentiality privilege, as the case may be.
- (d) “Receiving party” shall mean the party to this action and/or any non-party receiving Protected Information in connection with depositions, document production or otherwise.

4. The Receiving party may, at any time, notify the Producing party that the Receiving party does not concur in the designation of a document or other material as Protected Information (except that, absent Court approval or for good cause shown, such notification shall be given at least sixty (60) days before the pretrial conference in this Action). Within seven (7) calendar days thereafter, the parties shall confer in a good-faith effort to resolve the matter. Failing such resolution, the Party objecting to the designation may move before the Court for an order declassifying those documents or materials. If no such motion is filed, such documents or materials shall continue to be treated as Protected Information. If such motion is filed, the documents or other materials shall be deemed Protected Information unless and until the Court rules otherwise.

- (a) The parties shall use reasonable care when designating Protected Information, and each party agrees to use the “Confidential” and “Highly Confidential - Attorneys’ Eyes Only” designations only in good faith.
- (b) A party shall not be obligated to challenge the propriety of a designation of any category of Protected Information at the time of production, and a failure to do so shall not preclude a subsequent challenge thereto.

5. Except with the prior written consent of the Producing party or by Order of the Court:

- (a) Protected Information designated “Confidential” shall not be furnished, shown or disclosed to any person or entity except to:
  - i. the officers, directors, and employees to whom disclosure is reasonably necessary for this litigation, and personnel employed by the legal department of any party to this litigation who are actually engaged in assisting in the preparation of this action for trial or other proceeding herein and who have been advised of their obligations hereunder; provided, however, that such Protected Information is furnished, shown or disclosed in accordance with paragraph 7 hereof.
  - ii. outside litigation counsel of record for the parties to this action and their associated attorneys, paralegals and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;

- iii. expert witnesses (who shall be disclosed pursuant to N.Y. C.P.L.R. § 3101(d)1.(i)) and their necessary support personnel retained by the parties or their counsel of record to give testimony with respect to the subject matter of this action at the trial of this action or other proceeding herein (not employees of a party); provided, however, that such Protected Information is furnished, shown or disclosed in accordance with paragraph 7 hereof;
- iv. independent contractors engaged by counsel of record for the parties, to the extent reasonably necessary to assist such counsel in connection with this litigation; provided, however, that such Protected Information is furnished, shown or disclosed in accordance with paragraph 7 hereof;
- v. the Court and court personnel, and any other person (such as a master or mediator) who serves in a judicial or quasi-judicial function, and jurors if filed in accordance with paragraph 12 hereof;
- vi. an officer before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical or other personnel of such officer, if furnished, shown or disclosed in accordance with paragraph 10 hereof;
- vii. trial and deposition witnesses, if furnished, shown or disclosed in accordance with paragraphs 9 and 10, respectively, hereof; and
- viii. any other person permitted by the Court or agreed to by the parties.

- (b) Protected Information designated “Highly Confidential - Attorneys’ Eyes Only” and the contents therein shall not be furnished, shown or disclosed to any person or entity except to:
- i. outside litigation counsel of record for the parties to this action and their associated attorneys, paralegals and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;
  - ii. up to three in-house counsel of any party with responsibility for managing this litigation, who are members of at least one state bar in good standing, and supporting personnel employed by the legal department of any party to this litigation; provided, however, that such Protected information is furnished, shown or disclosed in accordance with paragraph 7 hereof.
  - iii. expert witnesses (who shall be disclosed pursuant to N.Y. C.P.L.R. § 3101(d)1.(i)) and their necessary support personnel retained by the parties or their counsel of record to give testimony with respect to the subject matter of this action at the trial of this action or other proceeding herein (not employees of a party); provided, however, that such Protected Information is furnished, shown or disclosed in accordance with paragraph 7 hereof;
  - iv. independent contractors engaged by counsel of record for the parties, to the extent reasonably necessary to assist such counsel in connection with



this litigation; provided, however, that such Protected Information is furnished, shown or disclosed in accordance with paragraph 7 hereof;

- v. the Court and court personnel, and any other person (such as a master or mediator) who serves in a judicial or quasi-judicial function, and jurors if filed in accordance with paragraph 12 hereof;
- vi. an officer before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical or other personnel of such officer, if furnished, shown or disclosed in accordance with paragraph 10 hereof;
- vii. trial and deposition witnesses, if furnished, shown or disclosed in accordance with paragraphs 9 and 10, respectively, hereof; and
- viii. any other person permitted by the Court or agreed to by the parties.

6. All Protected Information shall be held in confidence by each person to whom it is disclosed, shall be used only for purposes of this litigation, shall not be used for any business or other purpose or in connection with any other legal or administrative proceeding, and shall not be disclosed to any person who is not entitled to receive such Protected Information as herein provided. All produced Protected Information shall be carefully maintained so as to preclude access by persons who are not entitled to receive such Protected Information.

7. Before any disclosure of Protected Information is made to personnel of plaintiff or defendant (including in-house counsel and support personnel), an expert witness, an independent contractor (exclusive of a copy or other document services vendor used by counsel for services in connection with this litigation), and/or any individual pursuant to

paragraphs 5(a)(i), 5(a)(iii)-(iv), and 5(b)(ii)-(iv) hereof, counsel for the Receiving party shall provide to such individuals a copy of this Stipulation and shall obtain the individual's written agreement, in the form of Exhibit A attached hereto, to comply with and be bound by its terms. Counsel for the party obtaining the certificate shall supply a copy to counsel for the other party at the time of the disclosure of the information required to be disclosed by CPLR 3101(d). An expert witnesses shall also attach to his/her written agreement to this Stipulation (in the form of Exhibit A attached hereto) his/her curriculum vitae (sufficient to identify his/her address, current employer and his/her employment history for at least the past ten years) and a listing of cases in which the he/she has testified as an expert at trial or deposition within the preceding four (4) years.

8. All depositions shall presumptively be treated as Confidential Information and subject to this Stipulation during the deposition and for a period of fifteen (15) days after a transcript of said deposition is received by counsel for each of the parties, unless the deposition or a portion thereof is designated as "Highly Confidential - Attorneys' Eyes Only" (before, during or after the deposition), in which case the deposition or designated portion shall be treated as "Highly Confidential - Attorneys' Eyes Only." At or before the end of such fifteen day period, the deposition or appropriate portions thereof shall be classified appropriately.
9. Should the need arise for any of the parties to disclose Protected Information during any hearing or trial before the Court, including through argument or the presentation of evidence, such party may do so only after taking such steps as the Court, upon application of the disclosing party, shall deem necessary to preserve the confidentiality of

such Protected Information. Subject to challenges under paragraph 4 hereof, the parties will not oppose any reasonable request by the Producing party that the courtroom be sealed, if allowed by the Court, during the presentation of any testimony, evidence, or argument relating to or involving the use of any Protected Information.

10. This Stipulation shall not preclude counsel for the parties from using during any deposition in this action any documents or information which have been designated as Protected Information under the terms hereof. Any court reporter and deposition witness who is given access to Protected Information shall, prior thereto, be informed that he or she may be shown documents designated as Protected Information in this litigation, and that such Protected Information and the contents therein are being furnished to the witness solely for use in this litigation. Prior to being given access to Protected Information, each deposition witness shall be provided with a copy of this Stipulation and shall execute the certificate annexed hereto as Exhibit A. Counsel for the party obtaining the certificate shall supply a copy to counsel for the other party. No fact witness may retain any material designated as Protected Information.

(a) Except as may be otherwise ordered by the Court, any person may be examined as a witness at depositions and trial and may testify concerning all Protected Information of which such person has prior personal knowledge. Without in any way limiting the generality of the foregoing:

- i. A present director, officer, and/or employee of a producing party may be examined and may testify concerning all Protected Information that has been produced by that party without the need for the witness to execute the certificate attached hereto as Exhibit A;

- ii. A former director, officer, agent and/or employee of a producing party may be interviewed, examined and may testify concerning all Protected Information of which he or she has personal knowledge, including any Protected Information that refers to matters of which the witness has personal knowledge, which has been produced by that party and which pertains to the period or periods of his or her employment; and
- iii. Non-parties may be examined or testify concerning any Protected Information of a producing party, which appears on its face or from other documents or testimony to have been received from or communicated to the non-party as a result of any contact or relationship with the producing party or a representative of the producing party. Any person other than the witness, his or her attorney(s), or any person qualified to receive Protected Information under this Stipulation shall be excluded from the portion of the examination concerning such Protected Information, unless the producing party consents to persons other than qualified recipients being present at the examination. If the witness is represented by an attorney who is not qualified under this Stipulation to receive such Protected Information, then prior to the examination, the attorney must provide a signed statement, in the form of Exhibit A attached hereto, that he or she will comply with the terms of this Stipulation and maintain the confidentiality of Protected Information disclosed during the course of the examination. In the event that such attorney declines to sign such a statement prior to the examination, the parties, by their attorneys, shall

jointly seek a protective order from the Court prohibiting the attorney from disclosing Protected Information.

11. A party may designate as Protected Information subject to this Stipulation any document, information, or deposition testimony produced or given by any non-party to this case, or any portion thereof. In the case of documents, designation shall be made by notifying all counsel in writing of those documents which are to be stamped and treated as such at any time up to fifteen (15) days after actual receipt of copies of those documents by counsel for the party asserting the confidentiality privilege. In the case of deposition testimony, designation shall be made by notifying all counsel in writing of those portions which are to be stamped or otherwise treated as such at any time up to fifteen (15) days after the transcript is received by counsel for the party asserting the confidentiality privilege. Prior to the expiration of such fifteen (15) day period (or until a designation is made by counsel, if such a designation is made in a shorter period of time), all such documents shall be treated as Protected Information. A non-party producing Discovery Material voluntarily or pursuant to a subpoena or a court order may designate such Discovery Material as Protected Information pursuant to the terms of this Stipulation. A non-party's use of this Stipulation to protect its Protected Information does not entitle that non-party access to the Protected Information produced by any party or other non-party in this case.
12.
  - (a) A Receiving Party who seeks to file with the Court any deposition transcripts, exhibits, answers to interrogatories, and other documents or information which have previously been designated as comprising or containing Protected Information, and any pleading, brief or memorandum which reproduces, paraphrases or discloses Protected Information, shall provide all other parties with

seven (7) days' written notice of its intent to file such material with the Court, so that the Producing Party may file by Order to Show Cause a motion to seal such Protected Information. The Protected Information shall not be filed until the Court renders a decision on the motion to seal. In the event the motion to seal is granted, all deposition transcripts, exhibits, answers to interrogatories, and other documents or information which have previously been designated by a party as comprising or containing Protected Information, and any pleading, brief or memorandum which reproduces, paraphrases or discloses such material, shall be filed in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of this litigation, the words "CONFIDENTIAL MATERIAL-SUBJECT TO STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION" as an indication of the nature of the contents, and a statement in substantially the following form: "This envelope, containing documents which are filed in this case by (name of party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court, the parties and their counsel of record, except by order of the Court or consent of the parties. Violation hereof may be regarded as contempt of the Court."<sup>1</sup>

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<sup>1</sup> In the event the Protected Information contains information designated "Highly Confidential - Attorney's Eyes Only", the envelope or other appropriate sealed container shall be endorsed with a statement in substantially the following form: "This envelope, containing documents which are filed in this case by (name of party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court and the parties' counsel of record, except by order of the Court or consent of the parties. Violation hereof may be regarded as contempt of the Court."

- (b) As an alternative to the procedure set forth in paragraph 12(a), any party may file with the court any documents previously designated as comprising or containing Protected Information by submitting such documents to the Part Clerk in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of this litigation, the words "CONFIDENTIAL MATERIAL SUBJECT TO STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION" as an indication of the nature of the contents, and a statement in substantially the following form: "This envelope, containing documents which are filed in this case by (name of party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court, the parties and their counsel of record, except by order of the Court or consent of the parties."<sup>2</sup> Such documents shall be returned by the Part Clerk upon disposition of the motion or other proceeding for which they were submitted.
- (c) All pleadings, briefs or memoranda which reproduces, paraphrases or discloses any documents or information which have previously been designated by a party as comprising or containing Protected Information, shall identify such documents or information by the production number ascribed to them at the time of production.

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<sup>2</sup> In the event the Protected Information contains information designated "Highly Confidential - Attorney's Eyes Only", the envelope or other appropriate sealed container shall be endorsed with a statement in substantially the following form: "This envelope, containing documents which are filed in this case by (name of party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court and the parties' counsel of record, except by order of the Court or consent of the parties."

13. Any person receiving Protected Information shall not reveal or discuss such information to or with any person not entitled to receive such information under the terms hereof.
- (a) If a receiving party learns that, by inadvertence or otherwise, it has disclosed Protected Information to any person or in any circumstance not authorized under this Stipulation, the receiving party must immediately: (i) notify in writing the producing party of the unauthorized disclosure(s); (ii) use its best efforts to retrieve all copies of the Protected Information; (iii) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Stipulation; and (iv) request that such person or persons execute the Confidentiality Agreement attached hereto as Exhibit A. Compliance with this paragraph upon the discovery of an unauthorized disclosure of Protected Information is mandatory and shall not excuse a violation of this Stipulation or exempt a violating party from sanctions pursuant to paragraph 13(b) below.
- (b) If any party violates the limitations on the use of Protected Information as described above, the party violating this Stipulation shall be subject to sanctions as ordered by the Court. In the event motion practice is required to enforce the terms of this Stipulation, the prevailing party on such a motion shall be awarded costs, expenses, and fees, including attorney or other professional fees, incurred in connection with the discovery of the violation and the preparation, filing, and arguing of the motion or any other proceedings resulting from the violation.
- (c) If at any time documents containing Protected Information are subpoenaed by any court, arbitral, administrative or legislative body, or are otherwise requested in discovery, the person to whom the subpoena or other request is directed shall



immediately give written notice thereof to every party or non-party who has produced such documents and to its counsel, and shall provide each such party with an opportunity to object to the production of such documents. If a producing party does not take steps to prevent disclosure of such documents within ten (10) business days of the date written notice is given, the party to whom the referenced subpoena is directed may produce such documents in response thereto, but shall take all reasonable measures to have such documents treated in accordance with terms of this Stipulation.

(d) Nothing in this Stipulation shall limit any Producing party's use or disclosure of its own Protected Information.

14. Any document or information that may contain Protected Information that has been inadvertently produced without identification as to its protected nature as provided in paragraphs 2 and/or 11 of this Stipulation, may be so designated by the party asserting the confidentiality privilege by written notice to the undersigned counsel for the Receiving party identifying the document or information as Protected Information within a reasonable time following the discovery that the document or information has been produced without such designation.
15. Extracts and summaries of Protected Information, and any documents or information in any form otherwise reflecting Protected Information, shall also be treated as Protected Information in accordance with the provisions of this Stipulation.
16. The production or disclosure of Protected Information shall in no way constitute a waiver of each party's right to object to the production or disclosure of other information in this action or in any other action.

17. This Stipulation is entered into without prejudice to the right of either party to seek relief from, or modification of, this Stipulation or any provisions thereof by properly noticed motion to the Court or to challenge any designation of confidentiality as inappropriate under the Civil Practice Law and Rules or other applicable law. Furthermore, without application to the Court, any party that is a beneficiary of the protections of this Stipulation may enter a written agreement releasing any other party hereto from one or more requirements of this Stipulation even if the conduct subject to the release would otherwise violate the terms herein. Any of the notice requirements herein may be waived, in whole or in part, but only in writing signed by counsel of record for the party against whom such waiver will be effective.
18. Absent prior written consent of both parties, this Stipulation shall continue to be binding after the conclusion of this litigation except (a) that there shall be no restriction on documents that have been used as exhibits in Court in this action (unless such exhibits were filed under seal); and (b) that a party may seek the written permission of the Producing party or further order of the Court with respect to dissolution or modification of any portion of the Stipulation.
19. Nothing herein shall be deemed to waive any privilege recognized by law, including the attorney-client privilege, the work product privilege or other privilege, doctrine, right, or immunity, or shall be deemed an admission as to the admissibility in evidence of any facts or documents revealed in the course of disclosure. The production of a privileged or work-product-protected document is not a waiver of privilege or protection from discovery in this case or in any other federal or state proceeding. For example, the mere production of privileged or work-product-protected documents in this case as part of a

mass production is not itself a waiver in this case or any other federal or state proceeding. A producing party may assert privilege or protection over produced documents at any time by notifying the receiving party in writing of the assertion of privilege or protection. In addition, information that contains privileged matter or attorney work product shall be immediately returned if such information appears on its face to have been inadvertently produced.

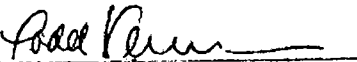
20. Within sixty (60) days after the final termination of this litigation by settlement or exhaustion of all appeals, all Protected Information produced or designated and all reproductions thereof shall be returned to the Producing Party or shall be destroyed, at the option of the Producing Party. In the event that any party chooses to destroy physical objects and documents, such party shall certify in writing within sixty (60) days of the final termination of this litigation that it has undertaken its best efforts to destroy such physical objects and documents, and that such physical objects and documents have been destroyed to the best of its knowledge. All Protected Information not embodied in physical objects and documents shall remain subject to this Stipulation. Notwithstanding anything to the contrary, counsel of record for the parties may retain one copy of documents constituting work product, a copy of pleadings, motion papers, discovery requests and responses, deposition transcripts and deposition and trial exhibits offered or introduced into evidence at any hearing or trial for archival purposes only. This Stipulation shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Stipulation shall prohibit or interfere with the ability of counsel for any party, or of experts specially retained for

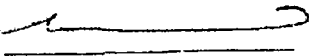
this case, to represent any individual, corporation, or other entity adverse to any party or its affiliate(s) in connection with any other matters.

21. This Stipulation may be changed by further order of this Court, and is without prejudice to the rights of a party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information.
22. Each of the parties agrees to be bound by the terms of this Stipulation as of the date counsel for such party executes this Stipulation, even if prior to entry of this Order by the Court.

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Attorneys for Plaintiff

Attorneys for Defendant

Dated: 11/2/15

SO ORDERED

  
J.S.C.  
**JEFFREY K. OING**  
J.S.C.

Order No. 652386/2014  
Stipulation / Order Production of Documents

**EXHIBIT "A"**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

	x	
CALLSOME SOLUTIONS, INC.,	)	Index No. 652386/2014
	)	I.A.S. Part 48
Plaintiff,	)	(Oing, J.)
	)	
vs.	)	<b>AGREEMENT TO RESPECT</b>
	)	<b>CONFIDENTIAL MATERIAL</b>
GOOGLE INC.,	)	
	)	
Defendant.	)	
	)	
	x	

- I, \_\_\_\_\_, state that:
1. My address is \_\_\_\_\_.
  2. My present employer is \_\_\_\_\_.
  3. My present occupation or job description is \_\_\_\_\_  
\_\_\_\_\_.
  4. If I have been retained in connection with the above-captioned action, I have been retained as \_\_\_\_\_ on behalf of \_\_\_\_\_ in the preparation and conduct of the above-captioned action.
  5. I have received a copy of the Stipulation and Order for the Production and Exchange of Confidential Protected Information (the "Stipulation") entered in the above-entitled action on \_\_\_\_\_.
  6. I have carefully read and understand the provisions of the Stipulation, and I will comply with all of the provisions of the Stipulation.

7. I will hold in confidence, will not disclose to anyone not qualified under the Stipulation, and will use only for purposes of this action, any Protected Information that is disclosed to me pursuant to said Stipulation, except as provided in said Stipulation. I also agree to notify any stenographic or clerical personnel who are required to assist me of the terms of said Stipulation.

8. If I am permitted to retain any Protected Information under the terms of the Stipulation, I understand that I am to retain all copies of any documents designated as Protected Information, or any similar designation, in a secure manner and in accordance with the terms of said Stipulation, and that all copies are to remain in my personal custody until I have completed my assigned duties, whereupon the copies and any writings prepared by me containing any information containing any Protected Information are to be returned to counsel who provided me with such material.

9. I will return all Protected Information that comes into my possession, and documents or things that I have prepared relating thereto, to counsel for the party by whom I am employed or retained, or to counsel from whom I received the Protected Information.

10. If I have been retained as an expert witness in connection with the above-captioned action, in accordance with paragraph 7 of the Stipulation, I have attached to this Agreement my curriculum vitae and any other required information (sufficient to identify my address, current employer and employment history for the past ten (10) years), and a listing of cases in which I have testified as an expert at trial or by deposition within the preceding four (4) years.

11. I hereby submit to the jurisdiction of this court for the purpose of enforcement of the Stipulation in this action.

12. I certify state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: \_\_\_\_\_