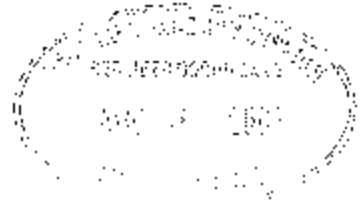


**UNITED STATES OF AMERICA  
BEFORE FEDERAL TRADE COMMISSION**



In the Matter of

RAMBUS INCORPORATED,

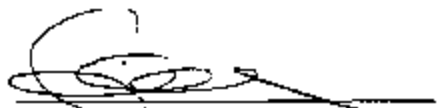
a corporation.

Docket No. 9302

**JOINT MOTION TO ENTER PROTECTIVE ORDER**

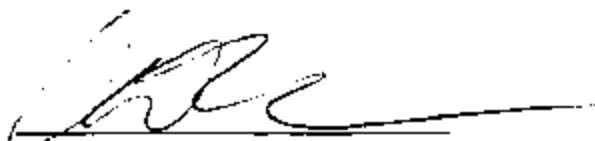
Complaint Counsel and Respondent hereby jointly move the Court to enter the proposed Protective Order. Counsel for the parties have conferred and have reached agreement on the terms of this Protective Order, and concur in the belief that the terms fairly and reasonably restrict the use of confidential material received during discovery, as well as protect their confidential nature, without impeding the discovery process itself. We also believe that the proposed Protective Order strikes a reasonable balance between the need for confidentiality and the interest of public disclosure in a Commission proceeding. The proposed Protective Order is attached to this motion for purposes of the Court's review.

Respectfully submitted,



Sean M. Royall  
Geoffrey D. Oliver  
Malcolm L. Catt  
Melvin H. Orlans  
Cary E. Zuk

Complaint Counsel



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Counsel for Respondent Rambus, Inc.

\*Admitted in MA and NY only.

Date: August 2, 2002

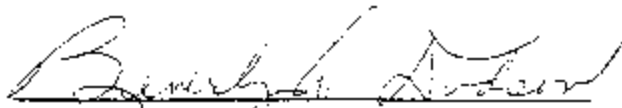
## CERTIFICATE OF SERVICE

I, Beverly A. Dodson, hereby certify that on August 2, 2002, I caused a copy of the attached *Joint Motion To Enter Protective Order* to be served upon the following persons by hand delivery or Federal Express:

Hon. James P. Timony  
Chief Administrative Law Judge  
Federal Trade Commission  
600 Pennsylvania Ave., N.W.  
Washington, D.C. 20580

A. Douglas Melamed, Esq.  
Wilmer, Cutler & Pickering  
2445 M Street, N.W.  
Washington, DC 20037-1402

Gregory P. Stone, Esq.  
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355 South Grand Avenue  
35<sup>th</sup> Floor  
Los Angeles, CA 90071

  
Beverly A. Dodson

**UNITED STATES OF AMERICA  
BEFORE FEDERAL TRADE COMMISSION**

In the Matter of

RAMBUS INCORPORATED,

a corporation.

Docket No. 9302

**PROTECTIVE ORDER GOVERNING DISCOVERY MATERIAL**

For the purpose of protecting the interests of the parties and third parties in the above-captioned matter against improper use and disclosure of confidential information submitted or produced in connection with this matter:

IT IS HEREBY ORDERED THAT this Protective Order Governing Confidential Material ("Protective Order") shall govern the handling of all Discovery Material, as hereafter defined.

**DEFINITIONS**

1. For the purposes of this Protective Order, the following definitions shall apply:
  - a. "Matter" means the matter captioned *In the Matter of Rambus Incorporated*, Docket Number 9302, pending before the Federal Trade Commission, and all subsequent appellate or other review proceedings related thereto.
  - b. "Commission" or "FTC" means the Federal Trade Commission, or any of its

employees, agents, attorneys, and all other persons acting on its behalf, excluding persons retained as consultants or experts for purposes of this Matter.

- c. "Rambus" means Rambus Incorporated, a public corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 4440 El Camino Real, Los Altos, California 94022.
- d. "Party" means either the FTC or Rambus.
- e. "Respondent" means Rambus.
- f. "Outside Counsel" means any law firm that is counsel of record for the Respondent in this Matter; its associated attorneys; persons regularly employed by such law firms (including legal assistants, clerical staff, and information management personnel); vendors retained by such law firm to provide copying, graphic, and other similar litigation support services; and temporary personnel retained by such law firm to perform legal or clerical duties, or to provide logistical litigation support with regard to this Matter; provided that any attorney associated with Outside Counsel shall not be a director, officer, or employee of Respondents. The term Outside Counsel does not include persons retained as consultants or experts for purposes of this Matter.
- g. "Producing Party" means a Party or Third Party that produced or intends to produce Restricted Confidential or Confidential Discovery Material to any of the Parties. With respect to Restricted Confidential or Confidential Discovery Material of a Third Party that either is in the possession, custody, or control of the

FTC or has been produced by the FTC in this Matter, the Producing Party shall mean the Third Party that originally provided the Restricted Confidential or Confidential Discovery Material to the FTC. Where necessary such Restricted Confidential or Confidential Discovery Materials shall be identified by the FTC by Third Party and the FTC shall provide the Respondent with contact information for each such Third Party. The Producing Party shall also mean the FTC for purposes of any document or material prepared by, or on behalf of, the FTC.

- h. "Third Party" means any natural person, partnership, corporation, association, or other legal entity not named as a party to this Matter, and their employees, directors, officers, attorneys, and agents.
- i. "Disclosing Party" means a party to this proceeding that is disclosing or contemplating disclosing Discovery Material pursuant to this Protective Order.
- j. "Expert/Consultant" means testifying or consulting experts who are retained to assist complaint counsel or Respondent's counsel in preparation for trial or to give testimony at trial.
- k. "DRAM industry" means developers, suppliers, and licensors of dynamic random access memory chips and technology, as well as designers and manufacturers of personal computer equipment and parts that incorporate such chips or technology.
- l. "Document" means the complete original or a true, correct and complete copy and any non-identical copies of any written or graphic matter, no matter how produced, recorded, stored or reproduced, and includes all drafts and all copies of

every such writing, record or graphic that contain any commentary, notes, or marking whatsoever not appearing on the original. "Document" includes, but is not limited to, every writing, letter, envelope, telegram, e-mail, meeting minute, memorandum, statement, affidavit, declaration, book, record, survey, map, study, handwritten note, working paper, chart, index, tabulation, graph, drawing, chart, photograph, tape, phono record, compact disc, video tape, data sheet, data processing card, printout, microfilm, index, computer readable media or other electronically stored data, appointment book, diary, diary entry, calendar, organizer, desk pad, telephone message slip, note of interview or communication, or any other data compilation from which information can be obtained.

m. "Discovery Material" includes deposition testimony, deposition exhibits, interrogatory responses, admissions, affidavits, declarations, documents produced pursuant to compulsory process or voluntarily in lieu thereof, and any other documents or information produced or given to one Party by another Party or by a Third Party in connection with discovery in this Matter. Information taken from Discovery Material that reveals its substance shall also be considered Discovery Material.

n. "Confidential Discovery Material" means all Discovery Material that is confidential or proprietary information produced in discovery which is not generally known and which the Producing Party would not normally reveal to third parties or would normally require third parties to maintain in confidence. These are materials which are referred to and protected by Section 6(f) of the

Federal Trade Commission Act, 15 U.S.C. § 46(f), Commission Rule of Practice § 4.10(a)(2), 16 C.F.R. § 4.10(a)(2), and Section 26(c)(7) of the Federal Rules of Civil Procedure, and precedents thereunder. Confidential Discovery Material shall include non-public commercial information, the disclosure of which to Respondents or Third Parties would likely cause substantial commercial harm or personal embarrassment to the disclosing party. The following is a non-exhaustive list of examples of information that likely will qualify for treatment as Confidential Discovery Material: strategic plans (involving pricing, marketing, research and development, product roadmaps, corporate alliances, or mergers and acquisitions) that have not been fully implemented or revealed to the public; trade secrets; customer-specific evaluations or data (e.g., prices, volumes, or revenues); personnel files and evaluations; information subject to confidentiality or non-disclosure agreements; proprietary technical or engineering information; proprietary financial data or projections; and proprietary consumer, customer or market research or analyses applicable to current or future market conditions, the disclosure of which could reveal Confidential Discovery Material.

Notwithstanding anything herein, material will not be considered confidential if it is within the public domain.

- o. "Restricted Confidential Discovery Material" is Confidential Discovery Material stamped "Restricted Confidential Discovery Material," which contains non-public, current information that is highly sensitive (marketing plans, pricing plans, financial information, trade secrets, or documents of a like nature) and the



disclosure of which to the designated in-house counsel identified in paragraph 8 would likely cause substantial commercial harm or personal embarrassment to the Disclosing Party. It is anticipated that this particularly restrictive designation should be utilized for only a small number of documents. Such a designation shall constitute a representation by counsel for the Disclosing Party that the material is properly subject to Restricted Confidential treatment under this Order.

#### TERMS AND CONDITIONS OF PROTECTIVE ORDER

2. Discovery Material, or information derived therefrom, shall be used solely by the Parties for purposes of this Matter, and shall not be used for any other purpose, including without limitation any business or commercial purpose. Notwithstanding the foregoing, nothing contained in this Protective Order shall prevent the Commission from using any material produced as part of the investigation of this matter during either the precomplaint phase or postcomplaint phase, including any Discovery Material, to respond to either: (i) a formal request or subpoena from either House of Congress or from any committee or subcommittee of the Congress, consistent with applicable law, including Sections 6(f) and 21 of the FTC Act; or (ii) a federal or state access request under Commission Rule 4.11(c), 16 C.F.R. § 4.11(c). Provided further, that nothing herein shall limit the Commission's ability to use the Discovery Material in any other investigation, or administrative or judicial proceeding, in which event such material shall be subject to the protections accorded by sections 21(b) & 21(d)(2) of the FTC Act.

3. The Parties, in conducting discovery from Third Parties, shall attach to such discovery requests a copy of this Protective Order and a cover letter that will apprise such Third

Parties of their rights hereunder.

4. Discovery Material may be designated either as Confidential Discovery Material or as Restricted Confidential Discovery Material (i) by the Producing Party placing on or affixing to the first page of a document containing such Restricted Confidential or Confidential Discovery Material, in such manner as will not interfere with the legibility thereof, the notation "CONFIDENTIAL - FTC Docket No. 9302" or "RESTRICTED CONFIDENTIAL, OUTSIDE COUNSEL ONLY - FTC Docket No. 9302" (or other similar notation containing a reference to this Matter); or (ii) by any Party instructing the court reporter, with notice to all parties, within five (5) business days of the publication of the transcript to designate as "Confidential" or "Restricted Confidential" each page of the deposition transcript containing such Confidential Discovery Material. Pursuant to this provision all deposition transcripts shall be treated as Restricted Confidential Discovery Material until the expiration of five (5) business days after the publication of the transcript. Such designations constitute a good-faith representation by counsel for the Party or Third Party making the designation that the document or transcript constitutes or contains "Restricted Confidential Discovery Material" or "Confidential Discovery Material."

5. A Producing Party will use reasonable care to avoid designating any Discovery Material as "Confidential" or "Restricted Confidential" which is not entitled to such designation or which is generally available to the public.

6. All documents obtained by compulsory process or voluntarily from any Party or Third Party, regardless of whether designated or marked confidential by the Party or Third Party, and transcripts of any investigational hearings, interviews, or depositions that were obtained before this Protective Order was adopted, shall be treated as Restricted Confidential Discovery

Material for a period of twenty (20) days from the time notice of the intent to produce is given to the Producing Party. At the expiration of that time, this material shall be treated as Confidential Discovery Material unless otherwise designated by the Producing Party as either Restricted Confidential Discovery Material or non-confidential.

7. Restricted Confidential Discovery Material shall not, directly or indirectly, be disclosed or otherwise provided to anyone other than:
  - a. complaint counsel and the Commission, as permitted by the Commission's Rules of Practice;
  - b. Outside Counsel;
  - c. Experts/Consultants;
  - d. the Administrative Law Judge presiding over this matter and personnel assisting him;
  - e. court reporters involved in transcribing proceedings relevant to this matter;
  - f. judges and other court personnel of any court having jurisdiction over any appeal proceedings involving this Matter;
  - g. any author or recipient of the Restricted Confidential or Confidential Discovery Material (as indicated, for example, on the face of the document, record, or material); any individual who was in the direct chain of supervision of any author or recipient at the time the Restricted Confidential or Confidential Discovery Material was created or received; any employee or agent of the entity that created or received the document; or anyone representing an author or recipient of Restricted Confidential or Confidential Discovery Material in this Matter; and

h. such other person(s) authorized in writing by the Producing Party.

8. Confidential Discovery Material shall not, directly or indirectly, be disclosed or otherwise provided to anyone other than the persons listed in paragraph 7 and to two in-house counsel for Respondent, provided that each signs a declaration in the form attached hereto as Exhibit "A," which is incorporated herein by reference. The designated in-house counsel for Respondent are John Danforth, Senior Vice President and General Counsel, and Robert Kramer, Counsel.

9. Restricted Confidential or Confidential Discovery Material shall not, directly or indirectly, be disclosed or otherwise provided to an Expert/Consultant unless such

Expert/Consultant agrees in writing:

- a. to maintain the confidentiality of such Restricted Confidential or Confidential Discovery Material;
- b. to return such Restricted Confidential or Confidential Discovery Material to complaint counsel or Respondent's Outside Counsel, as appropriate, upon the conclusion of the Expert/Consultant's assignment or retention, or upon the conclusion of this Matter;
- c. not to disclose such Restricted Confidential or Confidential Discovery Material to anyone, except as permitted by the Protective Order; and
- d. to use such Restricted Confidential or Confidential Discovery Material and the information contained therein solely for the purpose of rendering consulting services to a Party to this Matter, including providing testimony in judicial or administrative proceedings arising out of this Matter.

10. This paragraph governs the procedures for the following specified disclosures:

a. Disclosure to Experts/Consultants in the DRAM Industry

If any Party desires to disclose Restricted Confidential or Confidential Discovery Material to any Expert/Consultant, who is not an FTC employee, and who, beyond his employment as an expert in this Matter, is an officer, director, or employee of any company the primary business of which is in the DRAM industry or who regularly consults with any company the primary business of which is in the DRAM industry regarding competitive decision making, or may otherwise have a financial or pecuniary interest, beyond that of a passive, minority investment, in any company the primary business of which is in the DRAM industry, the Disclosing Party shall notify the Producing Party of its desire to disclose such material. Such notice shall identify the specific Expert/Consultant to whom the Restricted Confidential or Confidential Discovery Material is to be disclosed. Such identification shall include, but not be limited to, the full name and professional address and/or affiliation of the proposed Expert/Consultant, and a current curriculum vitae of such Expert/Consultant identifying all other present and prior employers and/or firms in the DRAM industry for or on behalf of which the identified Expert/Consultant has been employed or done consulting work in the preceding four (4) years. To prevent the disclosure of Restricted Confidential or Confidential Discovery Material to such an Expert/Consultant, the Producing Party must, within five (5) business days of receiving notice, file a motion with the Administrative Law Judge that includes a written statement of the reasons for the objection to disclosure. If the Producing Party files such a motion, then the Disclosing Party shall not disclose the Restricted Confidential or Confidential Discovery Material to the identified Expert/Consultant, absent a written agreement with the Producing Party or order of the

Administrative Law Judge permitting the disclosure. If the Producing Party does not file such a motion within five (5) business days of receiving notice, then the disclosing Party may disclose the Restricted Confidential or Confidential Discovery Material to the identified Expert/Consultant without providing further notice.

b. Disclosure to New Persons

If any Party desires to disclose a Producing Party's Restricted Confidential or Confidential Discovery Material to any person other than those referred to in paragraphs 7 and 8 of this Protective Order ("New Person"), the Disclosing Party shall inform the Producing Party of its desire to disclose such material. Such notice shall identify those materials sought to be disclosed with specificity (*i.e.*, by document control numbers, deposition transcript page and line reference, or other means sufficient to easily locate such materials), and the specific New Person (by name and business affiliation) to whom such material is to be disclosed. The Producing Party may object to the disclosure of the Restricted Confidential or Confidential Discovery Material within five (5) business days of receiving notice of an intent to disclose the Restricted Confidential or Confidential Discovery Material to the New Person by providing the disclosing Party with a written statement of the reasons for the objection. If the Producing Party objects within five (5) business days, the Disclosing Party shall not disclose the Restricted Confidential or Confidential Discovery Material to the New Person, absent a written agreement with the Producing Party or order of the Administrative Law Judge permitting the disclosure. If the Producing Party does not object to the disclosure of the Restricted Confidential or Confidential Discovery Material to the New Person within five (5) business days, the Disclosing Party may disclose the Restricted Confidential or Confidential Discovery Material to the identified New

Person.

II. Challenges to Confidentiality Designations and Resolution of Disputes

a. If any Party seeks to challenge a Producing Party's designation of material as Restricted Confidential or Confidential Discovery Material or any other restriction contained within this Protective Order, the challenging Party shall notify the Producing Party and all other Parties of the challenge. Such notice shall identify with specificity (*i.e.*, by document control numbers, deposition transcript page and line reference, or other means sufficient to locate easily such materials) the designation being challenged. The Producing Party may preserve its designation within five (5) business days of receiving notice of the confidentiality challenge by providing the challenging Party and all other Parties to this action with a written statement of the reasons for the designation. If the Producing Party timely preserves its rights, the Parties shall continue to treat the challenged material as Restricted Confidential or Confidential Discovery Material, absent a written agreement with the Producing Party or order of the Administrative Law Judge providing otherwise.

b. If any confidentiality issue arises and the parties involved have failed to resolve the conflict via negotiations in good faith, a Party seeking to disclose Restricted Confidential or Confidential Discovery Material or challenging a confidentiality designation or any other restriction contained within this Protective Order may make written application to the Administrative Law Judge for relief. Such application shall be served on the Producing Party and the other Parties to this action, and shall be accompanied by a certification that the meet and confer obligations of this paragraph have been met, but that good faith negotiations have, nevertheless, failed to resolve outstanding issues. The Producing Party and any other Parties





motion seeking permission to disclose such material to persons not referred to persons otherwise not entitled to access under the terms of this Protective Order. If Restricted Confidential or Confidential Discovery Material is produced without the legend attached, such document shall be treated as Restricted Confidential or Confidential from the time the Producing Party advises complaint counsel and Respondent's counsel in writing that such material should be so designated and provides all the Parties with an appropriately labeled replacement. The Parties shall either return promptly or otherwise destroy the unmarked documents.

14. Counsel for any Producing Party shall have the right to exclude from oral depositions (during periods of examination or testimony relating to Restricted Confidential or Confidential Discovery Material) any person not authorized to receive Restricted Confidential or Confidential Discovery Material.

15. The production or disclosure of any Discovery Material made after entry of this Protective Order which a Producing Party claims was inadvertent and should not have been produced or disclosed because of a privilege will not be deemed a waiver of any privilege to which the Producing Party would have been entitled had the privileged Discovery Material not inadvertently been produced or disclosed. In the event of such claimed inadvertent production or disclosure, the following procedures shall be followed:

- a. The Producing Party may request the return of any such Discovery Material within twenty (20) days of discovering that it was inadvertently produced or disclosed (or inadvertently produced or disclosed without redacting the privileged content). A request for the return of any Discovery Material shall identify the specific Discovery Material and the basis for asserting that the specific Discovery Material

(or portions thereof) is subject to the attorney-client privilege or the work product doctrine and the date of discovery that there had been an inadvertent production or disclosure.

- b. If a Producing Party requests the return, pursuant to this paragraph, of any such Discovery Material from another Party, the Party to whom the request is made shall return immediately to the Producing Party all copies of the Discovery Material within its possession, custody, or control — including all copies in the possession of experts, consultants, or others to whom the Discovery Material was provided — unless the Party asked to return the Discovery Material in good faith reasonably believes that the Discovery Material is not privileged. Such good faith belief shall be based on either (i) a facial review of the discovery material or (ii) the inadequacy of any explanations provided by the Producing Party, and shall not be based on an argument that production or disclosure of the Discovery Material waived any privilege. In the event that only portions of the Discovery Material contain privileged subject matter, the Producing Party shall substitute a redacted version of the Discovery Material at the time of making the request for the return of the requested Discovery Material;
- c. Should the Party contesting the request to return the Discovery Material pursuant to this paragraph decline to return the Discovery Material, the Producing Party seeking the return of the Discovery Material may thereafter move for an order compelling the return of the Discovery Material. In any such motion, the Producing Party shall have the burden of showing that the Discovery Material is

privileged and that the production was inadvertent.

16. If either Party receives a discovery request in another proceeding that may require the disclosure of a Producing Party's Restricted Confidential or Confidential Discovery Material, the recipient of the discovery request shall promptly notify the Producing Party of receipt of such request. Such notification shall be in writing and be received by the Producing Party at least ten (10) business days before production, and shall include a copy of this Protective Order and a cover letter that will apprise the Producing Party of its rights hereunder. Nothing herein shall be construed as requiring the recipient of the discovery request or anyone else covered by this Order to challenge or appeal any such order requiring production of Restricted Confidential or Confidential Discovery Material, or to subject itself to any penalties for non-compliance with any such order, or to seek any relief from the Administrative Law Judge or the Commission. The recipient shall not oppose Producing Party efforts to challenge the discovery request calling for the production by the recipient of the Producing Party's Confidential Discovery Material. In addition, nothing herein shall limit the applicability of Rule 4.11(e) of the Commission's Rules of Practice, 16 C.F.R. § 4.11(e), to discovery requests in another proceeding that are directed to the Commission.

17. In the event that any Restricted Confidential or Confidential Discovery Material is contained in any pleading, motion, exhibit or other paper (collectively the "papers") filed or to be filed with the Secretary of the Commission, the Secretary shall be so informed by the Party filing such papers, and such papers shall be filed under seal. Restricted Confidential or Confidential Discovery Material contained in the papers (including Restricted Confidential or Confidential Discovery Material from the Parties and Third Parties) shall remain under seal

until further order of the Administrative Law Judge; provided, however, that such papers may be furnished to persons or entities who may receive Restricted Confidential or Confidential Discovery Material pursuant to this Order. After filing any paper containing Restricted Confidential or Confidential Discovery Material, the filing Party may file on the public record a duplicate copy of the paper with the Restricted Confidential or Confidential Discovery Material deleted. Further, if the protection for any such material expires, any Party may file on the public record a duplicate copy which also contains the formerly protected material.

18. If counsel for a Party plans to introduce into evidence at trial any document or transcript containing Restricted Confidential or Confidential Discovery Material produced by the other Party or by a Third Party, they shall provide advance notice 48 hours before such introduction to the other Party or Third Party, or as much notice before such introduction as practicable, for purposes of allowing that party to seek an order that the document or transcript be granted *in camera* treatment per Section 3.45 of the Commission's Rules of Practice, 16 C.F.R. § 3.45. Except where an order seeking *in camera* treatment is granted, all documents and transcripts shall be part of the public record. But where *in camera* treatment is granted, a duplicate copy of such document or transcript with the Restricted Confidential or Confidential Discovery Material deleted therefrom may be placed on the public record.

19. At the time that any Expert/Consultant or other person retained to assist counsel in the preparation of this action concludes participation in this action, such person shall return to counsel all copies of documents or portions thereof designated Restricted Confidential or Confidential Discovery Material that are in the possession of such person, together with all notes, memoranda, or other papers containing Restricted Confidential or Confidential

Discovery Material. At the conclusion of this action, any subsequent proceedings based thereon, or any related actions, and upon request of the submitter(s), the Respondent shall return or destroy all documents obtained in these actions that contain or refer to Restricted Confidential or Confidential Discovery Material, other than trial transcripts and trial exhibits admitted into evidence (and, if destroyed, shall provide the submitter with an affidavit of destruction); provided, however, that privileged documents or attorney work product need not be returned or destroyed. The FTC shall retain, return or destroy documents in accordance with the provisions of Rule 4.12 of the FTC's Rules of Practice, 16 C.F.R. § 4.12.

20. The provisions of this Protective Order, insofar as they restrict the communication and use of Restricted Confidential or Confidential Discovery Material, shall, without written permission of the Producing Party or further order of the Administrative Law Judge hearing this Matter, continue to be binding after the conclusion of this Matter.

21. This Protective Order shall not apply to the disclosure by a Producing Party or its Counsel of such Producing Party's Restricted Confidential or Confidential Discovery Material to such Producing Party's employees, agents, former employees, board members, directors, and officers.

22. Nothing in this Protective Order shall be construed to limit, restrict, or otherwise affect the ability of the parties to seek to modify this Protective Order by application to the Administrative Law Judge for good cause shown.

23. Entry of the foregoing Protective Order is without prejudice to the right of the Parties or Third Parties to apply for further protective orders or for modification of any provision of this Protective Order.

ORDERED:

\_\_\_\_\_  
James P. Timony  
Administrative Law Judge

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

**UNITED STATES OF AMERICA**  
**BEFORE FEDERAL TRADE COMMISSION**

In the Matter of

RAMBUS, INC.,

a corporation.

Docket No. 9302

DECLARATION CONCERNING PROTECTIVE ORDER  
GOVERNING DISCOVERY MATERIAL

I, [NAME], hereby declare and certify the following to be true:

1. [Statement of employment]
  
2. I have read the "Protective Order Governing Discovery Material" ("Protective Order") issued by Administrative Law Judge James P. Timony on \_\_\_\_\_.

in connection with the above captioned matter. I understand the restrictions on my access to and use of any Restricted Confidential or Confidential Discovery Material (as these terms are used in the Protective Order) in this action and I agree to abide by the Protective Order.

3. I understand that the restrictions on my use of such Restricted Confidential or Confidential Discovery Material include:

- a. that I will use such Restricted Confidential or Confidential Discovery Material only for the purposes of this proceeding, and hearing(s) and any appeal of this proceeding for no other purpose;
- b. that I will not disclose such Restricted Confidential or Confidential Discovery Material to anyone, except as permitted by the Protective Order;
- c. that I will use, store, and maintain the Restricted Confidential or Confidential Discovery Material in such a way as to ensure its continued protected status;
- d. that upon the conclusion of my involvement in this proceeding I will promptly return all Restricted Confidential or Confidential Discovery Material, and all notes, memoranda, or other papers containing Restricted Confidential or Confidential Discovery Material, to complaint counsel or Respondent's Outside Counsel, as appropriate.



4. I am fully aware that, pursuant to Section 3.42(h) of the Commission's Rules of Practice, 16 C.F.R. § 3.42(h), my failure to comply with the terms of the Protective Order may constitute contempt of the Commission and may subject me to sanctions imposed by the Commission.

\_\_\_\_\_  
Full Name [Typed or Printed]

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature