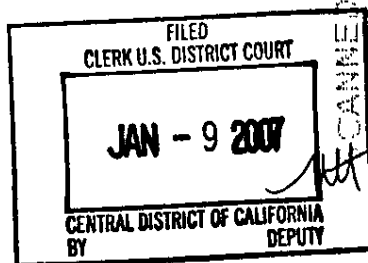


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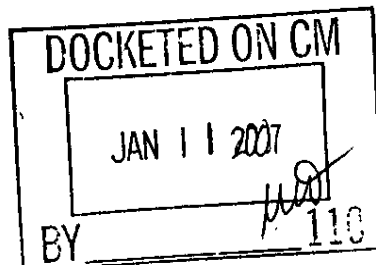
NOTE CHANGES MADE BY THE COURT.

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C\06-1093 Fmc (JC)



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SCANNED

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

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COLUMBIA PICTURES )  
INDUSTRIES, INC., DISNEY )  
ENTERPRISES, INC., PARAMOUNT )  
PICTURES CORPORATION, )  
TRISTAR PICTURES, INC., )  
TWENTIETH CENTURY FOX FILM )  
CORPORATION, WARNER BROS. )  
ENTERTAINMENT INC., Delaware )  
corporations, UNIVERSAL CITY )  
STUDIOS LLLP, and UNIVERSAL )  
CITY STUDIOS PRODUCTIONS )  
LLLP, Delaware limited liability limited )  
partnerships, )

Plaintiffs,

vs.

JUSTIN BUNNELL, FORREST )  
PARKER, WES PARKER, individuals, )  
VALENCE MEDIA, LLC, a limited )  
liability company, and DOES 1-10, )

Defendants.

Case No. 06-1093 FMC (JCx)

~~(PROPOSED)~~ STIPULATED  
PROTECTIVE ORDER

1 Good cause appearing, and in conformance with the parties' agreement;  
2 IT IS HEREBY ORDERED that this Protective Order pursuant to Rule 26(c)  
3 of the Federal Rules of Civil Procedure be, and is hereby, entered.

4 WHEREAS, there are currently pending before the United States District  
5 Court, Central District of California, two related actions, COLUMBIA PICTURES,  
6 et al., v. JUSTIN BUNNELL, et al., Case No. CV-06-1093 FMC (JCx)  
7 ("Columbia/Bunnell") and JUSTIN BUNNELL, et al. v. MOTION PICTURE  
8 ASSOCIATION OF AMERICA, Case No. CV-06-3206 FMC (JCx)  
9 ("Bunnell/MPAA"); the Plaintiffs in Columbia/Bunnell shall also be referred to  
10 herein as the "Entertainment Companies"; and

11 WHEREAS, the Plaintiffs in Bunnell/MPAA and Defendants in  
12 Columbia/Bunnell are the same individuals and entity and shall also be referred to  
13 herein as the "Bunnell Parties"; and

14 WHEREAS, Plaintiffs' Complaint in Bunnell/MPAA alleges that the MPAA  
15 (and possibly others) were involved in among other things, unlawfully procuring,  
16 using, transferring, and/or disseminating private and confidential information  
17 obtained from the Plaintiffs in Bunnell/MPAA, including but not limited to the  
18 interception of private and confidential emails containing, among other things  
19 confidential financial, personal, strategic, business, and personal identifying  
20 information; and

21 WHEREAS, the MPAA in Bunnell/MPAA maintains that the allegations in  
22 the Bunnell/MPAA Complaint are completely unfounded and that all of Plaintiffs'  
23 claims in Bunnell/MPAA are meritless; and

24 WHEREAS, the parties agree that good cause exists for entry of a Protective  
25 Order to apply to certain Confidential and Highly Confidential documents produced  
26 in Bunnell/MPAA and Columbia/Bunnell, as defined herein; and

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1           WHEREAS, by stipulating to this proposed Protective Order and producing  
2 testimony, information, or documents under it to any party or person, Plaintiffs in  
3 Bunnell/MPAA and Defendants in Columbia/Bunnell do not in any manner waive,  
4 relinquish, or moot any of their claims for relief or damages in the Bunnell/MPAA;  
5 and nor shall the fact of the Bunnell Parties act of stipulating to this proposed  
6 Protective Order or producing testimony, information, or documents under it to any  
7 party or person be used to argue that the Bunnell Parties have in any manner waived,  
8 relinquished, or mooted any of their claims in Bunnell/MPAA or have agreed to the  
9 use as a defense nor in evidence for the defense to such claims or ratify or approve  
10 in any manner the Entertainment Companies' and MPAA's (and possibly other  
11 defendants') and their respective counsel's conduct regarding or relating to such  
12 claims nor ratify or approve the use, procurement, transfer and/or dissemination of  
13 such documents and information above in any context or in evidence in any case;

14           THEREFORE, the parties stipulate as follows:

15           1.     This Protective Order shall be applicable to and govern all depositions,  
16 documents produced in response to request for production of documents, answers to  
17 interrogatories, responses to requests for admission, and all other discovery taken  
18 pursuant to the Federal Rules of Civil Procedure, as well as other information  
19 hereafter furnished, directly or indirectly, by or on behalf of any party or nonparty in  
20 connection with this action (collectively, "Discovery Materials") which that party or  
21 nonparty in good faith believes comprise or reflect proprietary information used by  
22 it in, or pertaining to, its business, which is not generally known and which the party  
23 would normally not reveal to third parties or would cause third parties to maintain in  
24 confidence, including, without limitation, trade secrets, financial data, contracts and  
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1 agreements, current and future business and strategic plans, and marketing  
2 documents.<sup>1</sup>

3 2. Discovery Materials governed by this Protective Order shall be used by  
4 any recipients solely for the purpose of conducting this litigation, and such  
5 information shall not be disclosed to anyone except as provided herein.

6 3. Any information or materials produced by any party or nonparty as part  
7 of discovery in this action may be designated as "Confidential" or "Highly  
8 Confidential" by such party or nonparty pursuant to Paragraph 4 of this Protective  
9 Order.

10 a. "Confidential Information" shall include any Discovery Material  
11 which the producing party or non-party reasonably believes not to be in the public  
12 domain and contains any trade secret or other confidential, strategic, research,  
13 development, or commercial information.

14 b. "Highly Confidential Information" shall include any Confidential  
15 Information which the producing party or non-party reasonably believes to be so  
16 competitively sensitive that it is entitled to extraordinary protections.

17 4. The designation of information or material for purposes of this  
18 Protective Order shall be made in the following manner by the party or nonparty  
19 seeking protection:

20 a. in the case of documents, exhibits, briefs, memoranda,  
21 interrogatory responses, responses to requests for admission, or other material (apart  
22 from depositions): by affixing a plainly visible confidentiality designation legend  
23 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," as appropriate): (i) on each  
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26 <sup>1</sup> This Protective Order does not apply to hearings or trial before the District  
27 Court. The parties, any party in interest, and/or the witnesses, can move the Court  
28 to seal any court proceeding for reasons consistent with this Protective Order.

1 page of any document containing any confidential information or material; or (ii)  
2 physically on the outside of any media for storing electronic documents, at the time  
3 such documents are produced or such information is disclosed, or as soon thereafter  
4 as the party or nonparty seeking protection becomes aware of the confidential nature  
5 of the information or material disclosed and sought to be protected hereunder. The  
6 term "document," as used in this Protective Order, shall have the broadest meaning  
7 permissible under the Federal Rules of Civil Procedure and shall include, without  
8 limitation, all "writings," "recordings" and "photographs" as defined in Rule 1001  
9 of the Federal Rules of Evidence, and any information stored in or through any  
10 computer system or other electronic or optical data storage device.

11           b.     In the case of depositions: (i) by a statement on the record, by  
12 counsel, during such deposition that the entire transcript or portion thereof shall be  
13 designated either "Confidential" or "Highly Confidential" hereunder; or (ii) by  
14 written notice of such designation sent by counsel to all parties within ten (10) days  
15 after the mailing (via next business day delivery) to counsel of the transcript of the  
16 deposition. At or before a deposition, the deponent or his counsel, or any other  
17 counsel of record, acting in good faith, may invoke the provisions of this Protective  
18 Order in a timely manner, giving adequate warning to counsel for the party or  
19 nonparty that testimony about to be given is deemed protected under this Protective  
20 Order. Whether or not so designated on the record at deposition, the parties shall  
21 treat all deposition testimony as "Confidential" under this Protective Order until the  
22 expiration of ten (10) days after the mailing (via next business day delivery) to  
23 counsel of the transcript of the deposition. Unless specific designations of portions  
24 of a transcript have been made on the record during the proceeding, or in writing  
25 within ten (10) days after the mailing (via next business day delivery) to counsel of  
26 the transcript of the deposition, any confidentiality is waived after the expiration of  
27 the 10-day period unless otherwise stipulated or ordered. The parties may modify  
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1 this procedure for any particular deposition through agreement on the record at such  
2 deposition or otherwise by written stipulation, without approval of the Court.

3 c. A party or nonparty furnishing documents and things to another  
4 party shall have the option to require that all or batches of documents and things be  
5 treated as confidential during inspection and to make its designations of particular  
6 documents and things at the time copies of documents and things are produced or  
7 furnished.

8 5. Information or Material designated as "Confidential" under this  
9 Protective Order, or copies or extracts therefrom and compilations thereof, may be  
10 disclosed, described, characterized, or otherwise communicated or made available in  
11 whole or in part only to the following persons:

12 a. Outside counsel of record in this litigation and staff and  
13 supporting personnel of such attorneys, such as paralegals, secretaries, stenographic  
14 and clerical employees and contractors, and outside copying imaging and  
15 presentation services, who are working on this litigation under the direction of such  
16 attorneys;

17 b. The parties herein who are necessary for the furtherance of this  
18 litigation;

19 c. Subject to Paragraph 9 herein, persons who are expressly  
20 retained or sought to be retained by a party or a party's counsel as consultants or  
21 testifying experts; provided that the disclosure of "Confidential" material to any  
22 persons under this subparagraph shall only be to the extent necessary to perform  
23 their work on this litigation.

24 d. Subject to Paragraph 9 herein, any other persons who are  
25 designated to receive material designated "Confidential" by order of this Court after  
26 notice to the parties, or by written stipulation of the parties.

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CONFIDENTIAL

1 e. Subject to Paragraph 8, any person of whom testimony is taken  
2 in this action.

3 f. The Court and Court personnel, court reporters, interpreters and  
4 videographers employed in connection with this action.

5 g. The parties retain the right to apply to the Court for an order  
6 restricting certain individuals from access to certain information. To accomplish  
7 this, counsel for a party wishing to restrict access to information shall produce the  
8 information (*i.e.*, document) to all counsel for which there is no objection, with a  
9 request that the information not be disseminated to other individuals involved in this  
10 litigation pending further order of the Court. The moving party shall, thereafter,  
11 within five days, file the information under seal with the Court and identify the  
12 person (by name and title) who the moving party objects to seeing the information  
13 and why the moving party believes the information should not be received by this  
14 person(s). If the Court is inclined to grant the order, it will notify the aggrieved  
15 party and invite briefing before issuing an order.

16 6. "Highly Confidential" Information may be disclosed only to in-house  
17 counsel for the parties in this litigation and those persons falling within categories  
18 (a), (c), (d), (e), and (f) of Paragraph 5. For the purposes of this paragraph, except  
19 as provided above, and absent a court order to the contrary, "Highly Confidential"  
20 Information shall not be disclosed to individuals named as parties in this action,  
21 even if that individual is designated as a testifying expert in this litigation.

22 7. For the purposes of this Protective Order, a consultant shall be  
23 restricted to a person who is retained or employed as a bona fide consultant or  
24 expert for purposes of this litigation, whether full or part time, by or at the direction  
25 of counsel for a party. The name, business address, curriculum vitae ("CV") and  
26 affiliation of each such consultant or expert must be disclosed to the producing party  
27 at least five (5) court days prior to such person's review of material designated  
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1 under this Order. The CV shall contain a list of all present employers/clients as well  
2 as all past employers/clients for the 36 months preceding the date of employment in  
3 this case. During that five-day period, counsel for the designating party shall have  
4 the opportunity to oppose the proposed disclosure. Any party opposing disclosure  
5 shall within such five-day period provide the other party with a written objection,  
6 setting forth in reasonable detail the specific grounds for such opposition. If no  
7 written objection is received by 5:00 p.m., Eastern time, on the fifth day following  
8 the date of disclosure of the identity of the proposed consultant or expert, then the  
9 party seeking to disclose may do so and failure to object shall constitute waiver of  
10 the specific objection. However, after the five-day period has expired without  
11 objection, a party may still move the Court to allow it to object to a consultant or  
12 expert if it can show: (a) there is new, material information relating to the  
13 consultant or expert that was not available to the moving party within the five-day  
14 objection period; and (b) had the moving party been aware of the information at the  
15 time, the moving party would have objected to the consultant or expert. In such a  
16 case, the objecting party shall, within ten (10) court days of coming into possession  
17 of such new, material information relating to the consultant or expert, send to the  
18 other party by electronic mail its portion of a joint stipulation. Within five (5) court  
19 days of receipt of such portion of the joint stipulation, the party seeking to disclose  
20 shall send its portion of the joint stipulation to the objecting party by electronic mail.  
21 Within two (2) court days of receipt of both portions of the joint stipulation, the  
22 objecting party shall submit the joint stipulation to the Court and a hearing shall be  
23 scheduled at the Court's earliest convenience. In the event such resolution by the  
24 Court is necessary, no additional confidential material shall be disclosed to the  
25 consultant or expert pending resolution of the issue by the Court.

26 8. Each person to be examined as a witness, may be so examined during a  
27 deposition or other pretrial proceeding concerning any information or material  
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1 designated under this Protective Order which that person had lawfully received or  
2 authored prior to and apart from this action. During examination, any such witness  
3 may be shown information or material designated under this Protective Order by a  
4 party which appears on its face or from other documents or testimony to have been  
5 received or authored by that witness, or communicated to that witness under  
6 circumstances that do not constitute a violation of the Protective Order.

7       9. Each person set forth in Paragraph 5 who is not (i) a party to this  
8 litigation, counsel for such parties, or staff and supporting personnel of such parties  
9 or attorneys; or (ii) the Court or Court personnel to whom material designated under  
10 this Protective Order is to be disclosed, shall, prior to receiving such material, be  
11 furnished with a copy of this Protective Order, and a copy of the Notification of  
12 Protective Order, which the person shall read and sign (attached as Exhibit A).  
13 Counsel for the party seeking to disclose material designated under this Protective  
14 Order to any such person pursuant to this paragraph shall be responsible for  
15 permanently retaining the executed originals of all such Notifications. Copies of  
16 any such Notification shall be provided to counsel for the other parties or affected  
17 nonparties upon execution of the Notification.

18       10. The recipient of any material designated under this Protective Order  
19 shall use reasonable efforts under the circumstances to maintain the confidentiality  
20 of such information.

21       11. Any third party may obtain protection of this Protective Order by  
22 complying with Paragraphs 3 and 4 of this Protective Order regarding designating  
23 materials as confidential. A party making a discovery request to a non-party in this  
24 action shall notify the third party that the protections of the Protective Order are  
25 available to such third party.

26       12. Nothing contained in this Protective Order shall affect the right of any  
27 party to make any objection, claim any privilege, or otherwise contest any request  
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1 for production of documents, interrogatory, request for admission, subpoena, or  
2 question at a deposition or to seek further relief or protective order from the Court as  
3 permitted by the Federal Rules of Civil Procedure. Nothing in this Protective Order  
4 shall constitute an admission or waiver of any claim or defense by any party.

5 13. In the event that any material designated under this Protective Order is  
6 used, described, characterized, excerpted or referenced in, or attached to, any Court  
7 proceeding or submission in connection with this litigation: (i) it shall not lose its  
8 confidential status through such use; (ii) the parties shall take all steps reasonably  
9 required to protect its confidentiality during such proceeding; and (iii) the party shall  
10 seek prior approval by the Court to file such material under seal pursuant to Local  
11 Rule 79-5, except that upon the default of the filing party to so request, any party  
12 may do so. Envelopes used to seal such material shall carry the notation:

13 "SUBJECT TO PROTECTIVE ORDER – FILED UNDER SEAL" and shall  
14 comply with all requirements of the Court for filing material under seal. Envelopes  
15 so marked shall be delivered sealed to the Clerk of the Court and the contents  
16 thereof shall not be made available for public inspection. Counsel for the  
17 designating party shall have the opportunity to oppose any request for public  
18 inspection. Where possible, only confidential portions of filings with the Court shall  
19 be sought to be filed under seal. The parties shall cooperate in good faith in an  
20 effort to ascertain whether the confidentiality designations of materials filed with the  
21 Court can be waived. As soon as practicable, but in no event later than five court  
22 days, the filing party shall file with the Court, for its public file, a copy of the filed  
23 materials with the material designated under this Protective Order redacted.

*if the court approves the filing under seal.*

24 14. A party shall not be obligated to challenge the propriety of material  
25 designated under this Protective Order at the time the designation is made, and  
26 failure to do so shall not preclude a subsequent challenge thereto. In the event that  
27 any party to this litigation disagrees at any state of these proceedings with such

28 *or, if the court is not inclined to grant a request to file under seal, will be afforded an opportunity either to withdraw the submission (if the designated party is the party seeking to submit such material), and/or to brief or further brief the issue.*

1 designation, such party shall provide to the designating person or entity a letter, sent  
2 by electronic mail, detailing its objection to the designation. The designating person  
3 or entity shall respond by letter, sent by electronic mail, within three (3) court days.  
4 If not resolved, the objecting party shall, within ten (10) court days of the  
5 designating person or entity's letter response (or the lapse of the time period for  
6 such response) send to the designating person or entity by electronic mail its portion  
7 of a joint stipulation. Within five (5) court days of receipt of such portion of the  
8 joint stipulation, the designating person or entity shall send its portion of the joint  
9 stipulation to the objecting party by electronic mail. Within two (2) court days of  
10 receipt of both portions of the joint stipulation, the objecting party shall submit the  
11 joint stipulation to the Court and request from the Court a hearing at the Court's  
12 earliest convenience. The burden of proving that information has been properly  
13 designated under this Protective Order is on the person or entity making such  
14 designation.

15       15. Nothing in this Protective Order shall preclude any party to this  
16 litigation or its counsel: (a) from showing a document designated under this  
17 Protective Order to an individual who either prepared or reviewed the document  
18 prior to the filing of this action; or (b) from disclosing or using, in any lawful  
19 manner or for any lawful purpose, any information or documents from the party's  
20 own files which the party itself has designated under this Protective Order.

21       16. Nothing in this Protective Order shall prevent disclosure beyond the  
22 terms of this Protective Order if the party designating material consents in writing to  
23 such disclosure, or if a court orders such disclosure. A party requested to disclose  
24 material designated under this Protective Order to a nonparty pursuant to a validly  
25 served subpoena, civil investigative demand, discovery procedure permitted under  
26 the Federal Rules of Civil Procedure, or other formal discovery request shall object  
27 to its production to the extent permitted by applicable law and notify the requesting  
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1 nonparty of the existence of this Protective Order and that the material requested by  
2 the nonparty has been designated under this Protective Order, and shall further give  
3 notice of such request, by facsimile and next business day delivery, upon the party  
4 which designated the material as soon as is reasonably possible, but in all instances  
5 no later than three (3) days prior to the date on which such confidential material is to  
6 be produced to the nonparty.

7 17. If a party inadvertently fails to designate material and/or information, it  
8 shall not be deemed a waiver in whole or in part of a party's claim of  
9 confidentiality, either as to the specific information disclosed or as to any other  
10 information relating thereto or on the same or related subject matter. As soon as the  
11 receiving party is notified in writing of the inadvertent production, the information  
12 must be treated as if it had been timely designated under this Protective Order, and  
13 the receiving party must endeavor in good faith to obtain all copies of the document  
14 which it distributed or disclosed to persons not authorized to access such  
15 information by Paragraph 5 above, as well as any copies made by such persons.

16 18. Inadvertent production of any document produced in response to  
17 discovery requests in this action by any party or non-party, that a party or non-party  
18 later claims should have been withheld on grounds of a privilege, including the  
19 attorney-client privilege or work product doctrine (collectively referred to  
20 hereinafter as an "Inadvertently Produced Privileged Document") will not be  
21 deemed to waive any privilege or work product protection. A party or non-party  
22 may request the return of any document that it inadvertently produced by identifying  
23 the Inadvertently Produced Privileged Document and stating the basis for  
24 withholding such document from production. If a party or non-party requests the  
25 return, pursuant to this paragraph, of such an Inadvertently Produced Privileged  
26 Document then in the custody of one or more parties, the possessing parties shall  
27 within five (5) business days destroy or return to the requesting party or non-party  
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1 the Inadvertently Produced Privileged Document and all copies thereof and shall  
2 make reasonable efforts to expunge from any other document or material  
3 information solely derived from the Inadvertently Produced Privileged Document.  
4 A party may move the Court for an order compelling production of the document,  
5 but said party may not assert as a ground for the entering such an order the fact or  
6 circumstances of the inadvertent production. Nothing in this Order, shall preclude a  
7 party from arguing that the production of the allegedly inadvertently produced  
8 document was not inadvertent or that conduct since production of the allegedly  
9 inadvertently produced document constitutes a waiver.

10 19. All counsel for the parties who have access to information or material  
11 designated under this Protective Order acknowledge they are bound by this  
12 Protective Order and submit to the jurisdiction of the Court for purposes of  
13 enforcing this Protective Order.

14 20. Entering into, agreeing to, and/or producing or receiving information or  
15 material designated under this Protective Order, or otherwise complying with the  
16 terms of this Protective Order shall not:

17 a. operate as an admission by any party that any particular  
18 information or material designated under this Protective Order contains or reflects  
19 trade secrets, proprietary or commercially sensitive information, or any other type of  
20 confidential information;

21 b. operate as an admission by any party that the restrictions and  
22 procedures set forth herein constitute or do not constitute adequate protection for  
23 any particular information designated under this Protective Order;

24 c. prejudice in any way the rights of any party to object to the  
25 production of documents they consider not subject to discovery;

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1 d. prejudice in any way the rights of any party to object to the  
2 authenticity or admissibility into evidence of any document, testimony or other  
3 evidence subject to this Protective Order;

4 e. prejudice in any way the rights of any party to seek a  
5 determination by the Court whether any information or material should be subject to  
6 the terms of this Protective Order;

7 f. prejudice in any way the rights of any party to petition the Court  
8 for a further protective order relating to any purportedly confidential information;

9 g. prevent the parties to this Protective Order from agreeing in  
10 writing or on the record during a deposition or hearing in this action to alter or  
11 waive the provisions or protections provided for herein with respect to any particular  
12 information or material with written or on the record consent of the party disclosing  
13 such information.

14 21. This Protective Order shall not be construed to apply to any  
15 information that: (a) is available to the public other than through a breach of this  
16 Protective Order or other duty of confidentiality; (b) a receiving party can  
17 demonstrate was already known to the party at the time of disclosure and was not  
18 subject to conditions of confidentiality; or (c) a receiving party can demonstrate was  
19 developed by that party independently of any disclosure by a designating party or  
20 nonparty.

21 22. In the event that information in the possession or control of a person or  
22 entity involves the confidentiality rights of a nonparty or its disclosure would violate  
23 a protective order issued in another action, the party with possession or control of  
24 the information will promptly attempt to obtain the consent of the nonparty to  
25 disclose the information under this Protective Order. If the consent of the nonparty  
26 is refused or otherwise cannot be obtained, the party will promptly thereafter notify  
27 the party seeking discovery of: (a) the existence and description (to the extent  
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1 disclosable) of the information without producing such information and; (b) the  
2 identity of the nonparty (provided, however, that such disclosure of the identity of  
3 the nonparty does not violate any confidentiality obligations). The party seeking  
4 discovery may then make further application to the nonparty or seek an order  
5 compelling discovery.

6       23. Within sixty (60) days after the final termination of litigation between  
7 the parties, all material designated under this Protective Order and all copies thereof  
8 (including summaries and excerpts) shall be either returned to the party that  
9 produced it or destroyed and a certification of destruction supplied to the producing  
10 party; provided, however, that for each party, counsel who is entitled access to such  
11 designated material under Paragraph 5 may retain complete and unredacted copies  
12 of its work product that contains designated material as well as pleadings and papers  
13 filed with the Court or served on the other party. Reference to designated materials  
14 (including such materials in work product or pleadings) shall be made solely in the  
15 event of, and only in the event of, further proceedings or litigation between the  
16 parties, a dispute over such counsel's performance or a dispute over the use or  
17 dissemination of material designated under this Protective Order. Such retained  
18 copies of pleadings and papers shall be maintained in a file accessible only by  
19 properly authorized counsel under the provisions of, and bound by, this Protective  
20 Order. This Protective Order shall survive the final termination of this litigation  
21 with respect to any such retained confidential material. The Court is specifically  
22 exempted from any return ~~or~~ <sup>(or other)</sup> destruction requirements contemplated by this  
23 provision.

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SO STIPULATED:


Dated: January 8, 2007

JENNER & BLOCK LLP  
STEVEN B. FABRIZIO  
KATHERINE A. FALLOW  
DUANE C. POZZA

By:   
KATHERINE A. FALLOW  
*Attorneys for Plaintiffs*

Dated: January 8, 2007

ROTHKEN LAW FIRM LLP

By:   
IRA P. ROTHKEN  
*Attorneys for Defendants*

IT IS SO ORDERED.

Dated: January 9, 2007

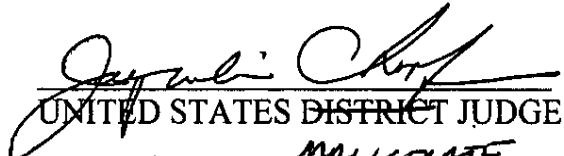
  
UNITED STATES DISTRICT JUDGE  
JACQUELINE CHOOLJIAN *MAULSTATE*

EXHIBIT A

SCANNED

NOTICE OF PROTECTIVE ORDER

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I, \_\_\_\_\_, certify that I have read the Stipulated Protective Order (the "Order") entered in *Columbia Pictures Industries, Inc., et al. v. Bunnell, et al.*, Case No. CV-06-1093 FMC (JCx), U.S. District Court for the Central District of California, on \_\_\_\_\_, 2007, and that I understand the terms, conditions, and restrictions it imposes on any person given access to Discovery Materials. I recognize that I am bound by the terms of that Order, and I agree to comply with those terms. I will not disclose Discovery Materials to anyone other than persons specifically authorized by the Order and agree to return all such materials that come into my possession to counsel from whom I received such materials. I consent to be subject to the personal jurisdiction of the U.S. District Court for the Central District of California with respect to any proceedings relative to the enforcement of the Order, including any proceeding related to contempt of Court.

I declare under penalty of perjury that the foregoing is true and correct and that this Undertaking is executed this \_\_\_\_ day of \_\_\_\_\_, 2007,

(Signature)  
(Address)  
(Phone)  
(Employer/Business)  
(Job Title/Description)

**PROOF OF SERVICE**

I, Vicki S. Henderson, the undersigned, declare that:

I am employed in the County of Los Angeles, State of California, over the age of 18, and not a party to this cause. My business address is 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, California 90067-4120.

On January 8, 2007, I served a true copy of the **(PROPOSED) STIPULATED PROTECTIVE ORDER** on the parties in this cause by placing the above named document in a sealed envelope addressed as set forth below, or on the attached service list. I caused each such envelope, with postage thereon fully prepaid, to be deposited for collection and mailing with the United States Postal Service in accordance with Loeb & Loeb LLP's ordinary business practices.

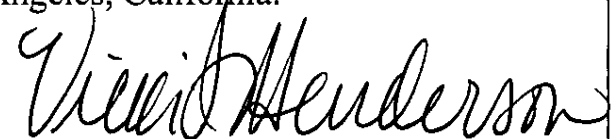
Ira P. Rothken  
ROTHKEN LAW FIRM  
3 Hamilton Landing  
Suite 224  
Novato, CA 94949

I am readily familiar with Loeb & Loeb LLP's practice for collecting and processing correspondence for mailing with the United States Postal Service and Overnight Delivery Service. That practice includes the deposit of all correspondence with the United States Postal Service and/or Overnight Delivery Service the same day it is collected and processed.

I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 8, 2007, at Los Angeles, California.

  
Vicki S. Henderson

DEEMED  
FILED