

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

In Re The Matter of:  
  
BRETТА POLLARA,  
  
Plaintiff,  
  
v.  
  
RADIANT LOGISTICS, INC., a  
Delaware Corporation, DOES 1 through  
10, inclusive,  
  
Defendants.  
  
\_\_\_\_\_  
RADIANT LOGISTICS, INC., a  
Delaware Corporation,  
  
Counterclaimant  
  
v.  
  
BRETТА SANTINI POLLARA, an  
individual, SANTINI PRODUCTIONS, a  
Nevada Corporation, DANIEL  
REFFNER, an individual, MARTHA  
BRENNAN, an individual and  
OCEANAIR, INC., a Massachusetts  
Corporation, and DOES 1 through 10,  
inclusive,  
  
Counterdefendants.

CASE NO. CV 12-344 GAF (JEM)

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

Complaint Filed: 12/15/11  
Counterclaim Filed: 1/23/12  
FSC: none scheduled  
Trial: none scheduled

1           1.     PURPOSES AND LIMITATIONS

2           Disclosure and discovery activity in this action are likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than this  
5 litigation may be warranted. Accordingly, the parties hereby stipulate to and petition  
6 the court to enter the following Stipulated Protective Order. The parties acknowledge  
7 that this Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles and as set forth herein.

11           2.     DEFINITIONS

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

14           “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things and shall include: (i)  
16 trade secret information as defined by Cal. Civ. Code §3426.1<sup>1</sup>; (ii) marketing  
17 material used by a Party to solicit clients; and (iii) information which, if disclosed  
18 could constitute a violation of any third party’s right of privacy or otherwise violates  
19 an obligation of confidentiality owed to a third party.

20           “CONFIDENTIAL – ATTORNEY’S EYES ONLY” Information or  
21 Items: information (regardless of how it is generated, stored or maintained) or  
22 tangible things that constitute confidential business information and shall include: (i)  
23 a Party’s client’s or customer’s identity and location; (ii) a Party’s client or  
24 customer invoices reflecting types of services purchased by a Party’s client or  
25 customer and the charges to the client or customer for such services; (iii) a Party’s

26 \_\_\_\_\_  
27 <sup>1</sup> Cal. Civ. Code §3426.1 provides that trade secret “means information, including a formula, pattern, compilation,  
28 program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential,  
from not being generally known to the public or to other persons who can obtain economic value from its disclosure or  
use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.”

1 compilation information pertaining to the Party's clients' or customers' ordering  
2 trends, volume, and unique needs or requests; (iv) vendor charges to a Party for  
3 services provided by that Party to its clients and customers; (v) a Party's financial  
4 information including but not limited to accounts payable, accounts receivable, sales  
5 revenue, cost of sales, general and administrative costs, and profit and loss  
6 statements; and (vi) information concerning a Party's vendors and/or suppliers,  
7 including, without limitation, information concerning pricing offered by said vendor  
8 and/or supplier to the Party.

9 Counsel (without qualifier): Outside Counsel of Record and House  
10 Counsel (as well as their support staff).Designating Party: a Party or Non-Party that  
11 designates information or items that it produces in disclosures or in responses to  
12 discovery as "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEY EYES  
13 ONLY."

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

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

21 House Counsel: attorneys who are employees of a party to this action.  
22 House Counsel does not include Outside Counsel of Record or any other outside  
23 counsel.

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

26 Outside Counsel of Record: attorneys who are not employees of a party  
27 to this action but are retained to represent or advise a party to this action and have  
28 appeared in this action on behalf of that party or are affiliated with a law firm which

1 has appeared on behalf of that party.

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

5 Producing Party: a Party or Non-Party that produces Disclosure or  
6 Discovery Material in this action.

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

11 Protected Material: any Disclosure or Discovery Material that is  
12 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEY’S EYES  
13 ONLY.”

14 Receiving Party: a Party that receives Disclosure or Discovery Material  
15 from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above), but also (1) any information copied or  
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
20 compilations of Protected Material; and (3) any testimony, conversations, or  
21 presentations by Parties or their Counsel that might reveal Protected Material.  
22 However, the protections conferred by this Stipulation and Order do not cover the  
23 following information: (a) any information that is in the public domain at the time of  
24 disclosure to a Receiving Party or becomes part of the public domain after its  
25 disclosure to a Receiving Party as a result of publication not involving a violation of  
26 this Order, including becoming part of the public record through trial or otherwise;  
27 and (b) any information known to the Receiving Party prior to the disclosure or  
28 obtained by the Receiving Party after the disclosure from a source who obtained the

1 information lawfully and under no obligation of confidentiality to the Designating  
2 Party. Any use of Protected Material at trial shall be governed by a separate  
3 agreement or order.

4 4. DURATION

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

13 5. DESIGNATING PROTECTED MATERIAL

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

22 Mass or indiscriminate designations are prohibited. Designations that  
23 are shown to be clearly unjustified or that have been made for an improper purpose  
24 (e.g., to unnecessarily encumber or retard the case development process or to impose  
25 unnecessary expenses and burdens on other parties) expose the Designating Party to  
26 sanctions.

27 If it comes to a Designating Party's attention that information or items  
28 that it designated for protection do not qualify for protection, that Designating Party

1 must promptly notify all other Parties that it is withdrawing the mistaken  
2 designation.

3           5.2 Manner and Timing of Designations. Except as otherwise  
4 provided in this Order (see, e.g., second paragraph of section 5.3(a) below), or as  
5 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
6 protection under this Order must be clearly so designated before the material is  
7 disclosed or produced.

8           5.3 Designation. Designation in conformity with this Order requires:

9           (a) for information in documentary form (e.g., paper or  
10 electronic documents, but excluding transcripts of depositions or other pretrial or  
11 trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL –  
12 ATTORNEY EYES ONLY” to each page that contains protected material. If only a  
13 portion or portions of the material on a page qualifies for protection, the Producing  
14 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
15 markings in the margins).

16           A Party or Non-Party that makes original documents or materials  
17 available for inspection need not designate them for protection until after the  
18 inspecting Party has indicated which material it would like copied and produced.  
19 During the inspection and before the designation, all of the material made available  
20 for inspection shall be deemed “CONFIDENTIAL” or “CONFIDENTIAL –  
21 ATTORNEY EYES ONLY.” After the inspecting Party has identified the  
22 documents it wants copied and produced, the Producing Party must determine which  
23 documents, or portions thereof, qualify for protection under this Order. Then, before  
24 producing the specified documents, the Producing Party must affix the  
25 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEY EYES ONLY” legend to  
26 each page that contains Protected Material. If only a portion or portions of the  
27 material on a page qualifies for protection, the Producing Party also must clearly  
28 identify the protected portion(s) (e.g., by making appropriate markings in the

1 margins).

2 (b) for testimony given in deposition or in other pretrial or trial  
3 proceedings, that the Designating Party identify on the record, before the close of the  
4 deposition, hearing, or other proceeding, all protected testimony.

5 (c) for information produced in some form other than  
6 documentary and for any other tangible items, that the Producing Party affix in a  
7 prominent place on the exterior of the container or containers in which the  
8 information or item is stored the legend “CONFIDENTIAL” or “CONFIDENTIAL  
9 – ATTORNEY EYES ONLY.” If only a portion or portions of the information or  
10 item warrant protection, the Producing Party, to the extent practicable, shall identify  
11 the protected portion(s).

12 5.4 Redaction of Portions of Protected Material. A Producing Party,  
13 may, in good faith, redact such portions of Protected Material that it deems: (i)  
14 protected by the attorney-client privilege; (ii) to be attorney work-product; or (iii)  
15 containing information that is irrelevant to this matter. The parties agree, however,  
16 that neither customer names nor dollar amounts will be redacted from invoices or  
17 contracts under this provision. For all portions of redacted Protected Material, the  
18 Producing Party shall make it clear that material has been redacted and include a  
19 brief comment explaining the basis of any redaction. Wherever possible, this  
20 explanation shall be affixed close to the portion of redacted Protected Material.

21 5.5 Inadvertent Failures to Designate. If timely corrected, an  
22 inadvertent failure to designate qualified information or items does not, standing  
23 alone, waive the Designating Party’s right to secure protection under this Order for  
24 such material. Upon timely correction of a designation, the Receiving Party must  
25 make reasonable efforts to assure that the material is treated in accordance with the  
26 provisions of this Order.

27 ///

28 ///

1           6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS OR  
2           REDACTIONS

3           6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
4 designation of confidentiality or redaction at any time. Unless a prompt challenge to  
5 a Designating Party’s confidentiality designation or redaction is necessary to avoid  
6 foreseeable, substantial unfairness, unnecessary economic burdens, or a significant  
7 disruption or delay of the litigation, a Party does not waive its right to challenge a  
8 confidentiality designation or redaction by electing not to mount a challenge  
9 promptly after the original designation or redaction is disclosed.

10          6.2     Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process by providing written notice of each designation or redaction it is  
12 challenging and describing the basis for each challenge. To avoid ambiguity as to  
13 whether a challenge has been made, the written notice must recite that the challenge  
14 to confidentiality or redaction is being made in accordance with this specific  
15 paragraph of the Protective Order. The parties shall attempt to resolve each  
16 challenge in good faith and must begin the process by conferring directly (in voice to  
17 voice dialogue; other forms of communication are not sufficient) within 14 days of  
18 the date of service of notice. In conferring, the Challenging Party must explain the  
19 basis for its belief that the confidentiality designation or redaction was not proper  
20 and must give the Designating Party an opportunity to review the designated or  
21 redacted material, to reconsider the circumstances, and, if no change in designation  
22 or redaction is offered, to explain the basis for the chosen designation or redaction. A  
23 Challenging Party may proceed to the next stage of the challenge process only if it  
24 has engaged in this meet and confer process first or establishes that the Designating  
25 Party is unwilling to participate in the meet and confer process in a timely manner.

26          6.3     Judicial Intervention. If the Parties cannot resolve a challenge  
27 without court intervention, the Challenging Party may file a motion challenging a  
28 confidentiality designation or redaction if there is good cause for doing so, including



1 a challenge to the designation of a deposition transcript or any portions thereof. Any  
2 motion brought pursuant to this provision must be accompanied by a competent  
3 declaration affirming that the movant has complied with the meet and confer  
4 requirements imposed by the preceding paragraph.

5 The burden of persuasion in any such challenge proceeding shall be on  
6 the Designating Party. Frivolous challenges, and those made for an improper  
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
8 parties) may expose the Challenging Party to sanctions. All parties shall continue to  
9 afford the material in question the level of protection to which it is entitled under the  
10 Producing Party's designation until the court rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material  
13 that is disclosed or produced by another Party or by a Non-Party in connection with  
14 this case only for prosecuting, defending, or attempting to settle this litigation. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the litigation has been terminated, a  
17 Receiving Party must comply with the provisions of section 13 below (FINAL  
18 DISPOSITION).

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

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

26 (a) the Receiving Party's Outside Counsel of Record in this  
27 action, as well as employees of said Outside Counsel of Record to whom it is  
28 reasonably necessary to disclose the information for this litigation and who have

1 signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
2 Exhibit A;

3 (b) the officers, directors, and employees (including House  
4 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
5 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
6 (Exhibit A);

7 (c) Experts (as defined in this Order) of the Receiving Party to  
8 whom disclosure is reasonably necessary for this litigation and who have signed the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (d) the court and its personnel;

11 (e) court reporters and their staff, professional jury or trial  
12 consultants, mock jurors, and Professional Vendors to whom disclosure is  
13 reasonably necessary for this litigation and who have signed the “Acknowledgment  
14 and Agreement to Be Bound” (Exhibit A);

15 (f) during their depositions, witnesses in the action to whom  
16 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
17 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
18 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits  
19 to depositions that reveal Protected Material must be separately bound by the court  
20 reporter and may not be disclosed to anyone except as permitted under this  
21 Stipulated Protective Order.

22 (g) the author or recipient of a document containing the  
23 information or a custodian or other person who otherwise possessed or knew the  
24 information.

25 7.3 Disclosure of “CONFIDENTIAL – ATTORNEY’S EYES  
26 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
27 writing by the Designating Party, may disclose any information or item designated  
28 Protected Material designated “CONFIDENTIAL – ATTORNEYS EYES ONLY”

1 only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this  
3 action, as well as employees of said Outside Counsel of Record to whom it is  
4 reasonably necessary to disclose the information for this litigation and who have  
5 signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
6 Exhibit A;

7 (b) the court and its personnel;

8 (c) court reporters and their staff, professional jury or trial  
9 consultants, mock jurors, and Professional Vendors to whom disclosure is  
10 reasonably necessary for this litigation and who have signed the “Acknowledgment  
11 and Agreement to Be Bound” (Exhibit A);

12 (d) during their depositions, witnesses in the action to whom  
13 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
14 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
15 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits  
16 to depositions that reveal Protected Material must be separately bound by the court  
17 reporter and may not be disclosed to anyone except as permitted under this  
18 Stipulated Protective Order.

19 8. THE AUTHOR OR RECIPIENT OF A DOCUMENT CONTAINING  
20 THE INFORMATION OR A CUSTODIAN OR OTHER PERSON WHO  
21 OTHERWISE POSSESSED OR KNEW THE INFORMATION. PROTECTED  
22 MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
23 LITIGATION

24 If a Party is served with a subpoena or a court order issued in other  
25 litigation that compels disclosure of any information or items designated in this  
26 action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEY EYES ONLY”  
27 “CONFIDENTIAL,” that Party must:

28 ///

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

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

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

9 If the Designating Party timely seeks a protective order, the Party  
10 served with the subpoena or court order shall not produce any information  
11 designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL –  
12 ATTORNEY EYES ONLY” before a determination by the court from which the  
13 subpoena or order issued, unless the Party has obtained the Designating Party’s  
14 permission. The Designating Party shall bear the burden and expense of seeking  
15 protection in that court of its confidential material — and nothing in these provisions  
16 should be construed as authorizing or encouraging a Receiving Party in this action to  
17 disobey a lawful directive from another court.

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

20 (a) The terms of this Order are applicable to confidential information  
21 produced by a Non-Party in this action. Such information produced by Non- Parties  
22 in connection with this litigation is protected by the remedies and relief provided by  
23 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
24 Party from seeking additional protections.

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

1           1.     promptly notify in writing the Requesting Party and the  
2 Non-Party that some or all of the information requested is subject to a confidentiality  
3 agreement with a Non- Party;

4           2.     promptly provide the Non-Party with a copy of the  
5 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a  
6 reasonably specific description of the information requested; and

7           3.     make the information requested available for inspection by  
8 the Non-Party.

9           (c)    If the Non-Party fails to object or seek a protective order from  
10 this court within 14 days of receiving the notice and accompanying information, the  
11 Receiving Party may produce the Non-Party’s confidential information responsive to  
12 the discovery request. If the Non-Party timely seeks a protective order, the Receiving  
13 Party shall not produce any information in its possession or control that is subject to  
14 the confidentiality agreement with the Non-Party before a determination by the  
15 court.<sup>2</sup> Absent a court order to the contrary, the Non-Party shall bear the burden and  
16 expense of seeking protection in this court of its Protected Material.

17           10.    UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18           If a Receiving Party learns that, by inadvertence or otherwise, it has  
19 disclosed Protected Material to any person or in any circumstance not authorized  
20 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
21 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
22 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
23 the person or persons to whom unauthorized disclosures were made of all the terms  
24 of this Order, and (d) request such person or persons to execute the  
25 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
26 A.

27 \_\_\_\_\_  
28 <sup>2</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party  
and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1           11.    INADVERTENT PRODUCTION OF PRIVILEGED OR  
2                    OTHERWISE PROTECTED MATERIAL

3           When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other protection,  
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
7 may be established in an e-discovery order that provides for production without prior  
8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
9 parties reach an agreement on the effect of disclosure of a communication or  
10 information covered by the attorney-client privilege or work product protection, the  
11 parties may incorporate their agreement in the stipulated protective order submitted  
12 to the court.

13           12.    MISCELLANEOUS

14                   Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the court in the future.

16                   Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in this  
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.

21                   Filing Protected Material. Without written permission from the  
22 Designating Party or a court order secured after appropriate notice to all interested  
23 persons, a Party may not file in the public record in this action any Protected  
24 Material. A Party that files papers referring to or relying on Protected Material shall  
25 file the Protected Material under Seal. Any such papers that refer to or rely on  
26 protected Material shall designate the particular aspects that are confidential to  
27 enable the Court, in drafting orders, to determine whether there is evidence which  
28 the Court should attempt not to disclose.

1           13.    FINAL DISPOSITION

2           Within 60 days after the final disposition of this action, as defined in  
3 paragraph 4, each Receiving Party must return all Protected Material to the  
4 Producing Party or destroy such material. As used in this subdivision, “all Protected  
5 Material” includes all copies, abstracts, compilations, summaries, and any other  
6 format reproducing or capturing any of the Protected Material. Whether the  
7 Protected Material is returned or destroyed, the Receiving Party must submit a  
8 written certification to the Producing Party (and, if not the same person or entity, to  
9 the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
10 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
11 that the Receiving Party has not retained any copies, abstracts, compilations,  
12 summaries or any other format reproducing or capturing any of the Protected  
13 Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
14 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
15 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
16 work product, and consultant and expert work product, even if such materials  
17 contain Protected Material. Any such archival copies that contain or constitute  
18 Protected Material remain subject to this Protective Order as set forth in paragraph 4.

19    ///

20    ///

21    ///

22    ///

23    ///

24    ///

25    ///

26    ///

27    ///

28    ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 5/3/2012

SPECIALE & BURTON, A.P.C.

/s/

Steven E. Burton  
Attorneys for Plaintiff/Counterdefendant  
Bretta Pollara;  
Counterdefendant Daniel Reffner; and  
Counterdefendant Santini Productions

DATED: 5/3/2012

FOX ROTHSCHILD LLP

/s/

David F. Faustman  
Yesenia M. Gallegos  
Attorneys for Defendant/Counterclaimant  
Radiant Logistics, Inc.

DATED: 5/3/2012


POSTERNAK, BLANKSTEIN AND  
LUND LLP

/s/

Richard Bickelman  
Attorneys for Counterdefendants  
Oceanair, Inc.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: May 4, 2012

  
\_\_\_\_\_  
JOHN E. MCDERMOTT  
United States Magistrate Judge



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name],  
4 of \_\_\_\_\_ [print or type full address], declare under penalty of  
5 perjury that I have read in its entirety and understand the Stipulated Protective Order  
6 that was issued by the United States District Court for the Central District of  
7 California on \_\_\_\_\_ [date] in the case of Pollara v. Radiant Logistics, Inc.,  
8 Case No. CV12344 GAF (JEM). I agree to comply with and to be bound by all the  
9 terms of this Stipulated Protective Order and I understand and acknowledge that  
10 failure to so comply could expose me to sanctions and punishment in the nature of  
11 contempt. I solemnly promise that I will not disclose in any manner any information  
12 or item that is subject to this Stipulated Protective Order to any person or entity  
13 except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District  
15 Court for the Central District of California for the purpose of enforcing the terms of  
16 this Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action.

18 I hereby appoint \_\_\_\_\_ [print or type full name]  
19 of \_\_\_\_\_ [print or type full address and telephone  
20 number] as my California agent for service of process in connection with this action  
21 or any proceedings related to enforcement of this Stipulated Protective Order.

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

23 City and State where signed: \_\_\_\_\_

24 Printed name: \_\_\_\_\_  
25 [printed name]

26 Signature: \_\_\_\_\_  
27 [signature]