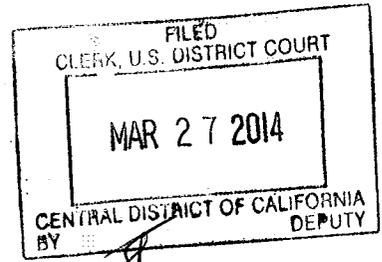


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(ADDITIONAL COUNSEL LISTED BELOW)



**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**MOOFLY PRODUCTIONS, LLC, a
California Limited Liability Company,**

Plaintiff,

vs.

**SANDRA FAVILA, an individual; et
al.,**

Defendants.

Case No.: 2:13-cv-5866/RSWL (PJWx)
STIPULATED PROTECTIVE ORDER

Discovery Cut-Off: Sept. 8, 2014
Pre-Trial Conference: Nov. 17, 2014
Trial Date: Dec. 2, 2014
Complaint Filed: Jan. 24, 2013

**ESTATE OF RICHARD C.
CORRALES; et al.,**

Counter-Claimants,

vs.

HELENA PASQUARELLA; et al.,

Counter-Defendants.

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1 Pursuant to Rule 26 of the Federal Rules of Civil Procedure and the Parties'
2 Stipulation, the Court issues the following Protective Order:

3 1. DEFINITIONS.

4 1.1 Party: any party to this action, including any party's officers,
5 directors, employees, retained experts, and outside counsel (and their support
6 staff).

7 1.2 Disclosure or Discovery Material: for purposes of this Order,
8 "Discovery Material" means all items or information, regardless of the medium or
9 manner generated, stored, or maintained (including, among other things,
10 testimony, transcripts, or tangible things) that are produced or generated in
11 disclosures or responses to discovery in this matter, e.g., documents, electronically
12 stored information, testimony, discovery request, discovery response, motion,
13 filing with the Court, thing, or any portion thereof that qualifies to be designated
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
15 ONLY" under the standards developed under Fed. R. Civ. P. 26(c).

16 1.3 Designations: Any confidential or proprietary information or
17 document or electronically stored information produced by any party or non-party
18 as part of discovery in this action may be designated by the producing party as
19 "CONFIDENTIAL." As a general guideline, and without limitation, a document
20 or electronically stored information may be designated "CONFIDENTIAL" when
21 it contains personal or business financial information, including but not limited to
22 customer information, business relations, or any other matter that would put the
23 producing party at a competitive disadvantage if the information became known to
24 third parties. Material may be designated as "HIGHLY CONFIDENTIAL-
25 ATTORNEYS' EYES ONLY" information if it constitutes trade secret
26 information or other confidential research, product or service development, or
27 commercial information subject to protection under Fed. R. Civ. P. 26(c)(1)(G)
28 and the disclosure of such information other than provided for by this Order for

1 "ATTORNEYS' EYES ONLY" information would materially affect the business,
2 financial or commercial interests of the party producing, such as (by way of
3 example but not limitation) information regarding the finances of the producing
4 party or which any party is under a separate contractual obligation to maintain as
5 confidential.

6 1.4 Receiving Party: a Party that receives Disclosure or Discovery
7 Material from a Producing Party.

8 1.5 Producing Party: a Party or non-party that produces Disclosure or
9 Discovery Material in this action.

10 1.6 Designating Party: a Party or non-party that designates information
11 or items that it produces in disclosures or in responses to discovery as
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
13 ONLY."

14 1.7 Protected Material: the information in a Disclosure or Discovery
15 Material that is designated as "CONFIDENTIAL" or "HIGHLY
16 CONFIDENTIAL-ATTORNEYS' EYES ONLY."

17 1.8 Outside Counsel: attorneys and their support staff who are not
18 employees of a Party but who are retained to represent or advise a Party in this
19 action.

20 1.9 House Counsel: attorneys who are employees of a Party.

21 1.10 Counsel (without qualifier): Outside Counsel and House Counsel (as
22 well as their support staffs).

23 1.11 Expert: a person or business entity, including its employees and
24 subcontractors, with specialized knowledge or experience in a matter pertinent to
25 the litigation who has been retained by a Party or its counsel to serve as an expert
26 witness or as a consultant in this action, whether disclosed or undisclosed, and
27 who is not a current employee of a Party's competitor and who, at the time of
28 retention, has no pending application or offer to become an employee of or

1 consultant to a Party's competitor. This definition includes a professional jury or
2 trial consultant retained in connection with this litigation.

3 1.12 Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying; videotaping; translating; preparing exhibits
5 or demonstrations; organizing, storing, retrieving data in any form or medium;
6 etc.) and their employees and subcontractors.

7 2. SCOPE.

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also any information copied or
10 extracted therefrom, as well as all copies, excerpts, summaries, or compilations
11 thereof, plus testimony, conversations, or presentations by parties, experts, or
12 counsel to or in court or in other settings that contain or would reveal Protected
13 Material.

14 3. DURATION.

15 Even after the termination of this litigation, the confidentiality obligations
16 imposed by this Order shall remain in effect until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs. The Court's jurisdiction to
18 enforce the terms of the Order shall continue after the final conclusion of all
19 aspects of the litigation.

20 4. DESIGNATING PROTECTED MATERIAL.

21 4.1 Exercise of Restraint and Care in Designating Material for
22 Protection. To the extent reasonably possible, each Party or non-party that
23 designates information or items as Protected Material under this Order must take
24 care to limit any such designation to specific material that qualifies under the
25 appropriate standards. The parties agree that, where it would not be cost effective
26 to review every document for confidentiality issues, the parties may designate an
27 entire group of documents as "CONFIDENTIAL" or "HIGHLY
28 CONFIDENTIAL-ATTORNEYS' EYES ONLY", including but not limited to the

1 case of mass e-mail or internal document production. If the opposing party, upon
2 review, feels that a particular document is not properly "CONFIDENTIAL" or
3 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY", the party may
4 confer with the Designating Party, which shall withdraw the designation if
5 warranted. Absent agreement, the parties may seek Court relief as provided
6 herein.

7 4.2 Manner and Timing of Designations. Except as otherwise provided in
8 this Order (see, e.g., second paragraph of Section 4.2(a), below), or as otherwise
9 stipulated or ordered, material that qualifies for protection under this Order must
10 be clearly so designated before the material is disclosed or produced. Any party or
11 non-party that is called upon to provide discovery in this action may designate any
12 Discovery Materials as CONFIDENTIAL or HIGHLY CONFIDENTIAL-
13 ATTORNEYS' EYES ONLY under the terms of this Order.

14 (a) A party or non-party may designate as CONFIDENTIAL or
15 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY as follows:

16 (i) for information in documentary form (apart from
17 transcripts of depositions or other pretrial or trial proceedings), that the Producing
18 Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-
19 ATTORNEYS' EYES ONLY" to each page that contains Protected Material.

20 A Party or non-party that makes original documents or
21 materials available for inspection need not designate them for protection until
22 after the inspecting Party has indicated which material it would like copied and
23 produced. During the inspection and before the designation, all of the material
24 made available for inspection shall be deemed "CONFIDENTIAL" or "HIGHLY
25 CONFIDENTIAL-ATTORNEYS' EYES ONLY." After the inspecting Party has
26 identified the documents it wants copied and produced, the Producing Party must
27 determine which documents, or portions thereof, qualify for protection under this
28 Order, then, before producing the specified documents, the Producing Party must

1 affix the appropriate legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-
2 ATTORNEYS' EYES ONLY" at the top of each page that contains Protected
3 Material. The Designating Party will bear the reasonable costs of producing and
4 designating such Protected Materials.

5 (ii) for testimony given in deposition, that the Party or non-
6 party offering or sponsoring the testimony identify on the record, before the close
7 of the deposition, that the deposition contains "CONFIDENTIAL" or "HIGHLY
8 CONFIDENTIAL-ATTORNEYS' EYES ONLY" information. Within 30 days
9 after the deponent has circulated his/her changes to the deposition transcript or
10 confirmed that he/she has no changes to the deposition transcript, the Designating
11 Party shall identify the specific portions of the deposition testimony that contain
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
13 ONLY" information. The remaining portions of the deposition transcript neither
14 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" shall no
15 longer be subject to this Order.

16 (iii) for information produced in some form other than
17 documentary, and for any other tangible items, that the Producing Party affix in a
18 prominent place on the exterior of the container or containers in which the
19 information or item is stored the legend "CONFIDENTIAL" or "HIGHLY
20 CONFIDENTIAL-ATTORNEYS' EYES ONLY."

21 4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
22 failure to designate qualified information or items as "CONFIDENTIAL" or
23 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" does not, standing
24 alone, waive the Designating Party's right to secure protection under this Order for
25 such material. If material is appropriately designated as "CONFIDENTIAL" or
26 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" after the material
27 was initially produced, the Receiving Party, on timely notification of the
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1 designation, must make reasonable efforts to assure that the material is treated in
2 accordance with the provisions of this Order.

3 5. CHALLENGING DESIGNATIONS.

4 5.1 Timing of Challenges. A Party does not waive its right to challenge a
5 confidentiality designation by electing not to mount a challenge promptly after the
6 original designation is disclosed. In all cases, however, the Parties shall endeavor
7 to identify at the earliest opportunity those designations that they oppose.

8 5.2 Meet and Confer. A Party that elects to initiate a challenge to a
9 Designating Party's confidentiality designation must do so in good faith and must
10 begin the process by identifying the confidentiality designation it is challenging,
11 explaining the basis for its belief that the confidentiality designation was not
12 proper and conferring directly with counsel for the Designating Party in
13 accordance with Civil Local Rule 37-1. The Designating Party, after it has had an
14 opportunity to review the designated material and to reconsider the circumstances
15 for the designation, and if no change in designation is offered, is to respond in
16 writing to the challenging Party's grounds and challenges, and to provide a good
17 faith explanation for the basis of the chosen designation. The Parties should then
18 proceed to the next stage of the challenge process only if it has engaged in this
19 meet and confer process first.

20 5.3 Judicial Intervention. A Party that elects to press a challenge to a
21 confidentiality designation after the meet and confer process may proceed
22 pursuant to Civil Local Rules 37-2 and 37-3 and, if applicable, Civil Local Rule
23 79-5, and must identify in the submissions to the Court the challenged material
24 and set forth in detail the basis for the challenge. Upon any hearing, the initial
25 burden of proof shall be on the party challenging the designations. The Party
26 challenging the designation must show more than a mere disagreement over the
27 designation. The challenging Party must establish that the protected material was
28 wrongly designated and show a compelling need to have it redesignated. Upon

1 such a showing, the burden of persuasion that the material has been properly
2 designated shifts to the Designating Party. Until the Court rules on the challenge,
3 all parties shall continue to afford the material in question the level of protection
4 to which it is entitled under the Designating Party's designation.

5 6. ACCESS TO AND USE OF PROTECTED MATERIAL.

6 6.1 Basic Principles. A Receiving Party may use Protected Material that
7 is disclosed or produced by another Party or by a non-party in connection with this
8 case only for prosecuting, defending, or attempting to settle this litigation. Such
9 Protected Material may be disclosed only to the categories of persons and under
10 the conditions described in this Order. When the litigation has been terminated, a
11 Receiving Party must comply with the provisions of Section 10, below (FINAL
12 DISPOSITION).

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

16 6.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
17 otherwise ordered by the Court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated
19 "CONFIDENTIAL" only to:

20 (a) the officers, directors, and employees (including House
21 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
22 this litigation;

23 (b) the Receiving Party's Outside Counsel of record in this action,
24 as well as employees of said Counsel;

25 (c) independent experts (as defined in this Order) not employed by
26 any party who have been specifically retained by a party to give expert testimony
27 or otherwise assist in the preparation of this action for trial and who have signed
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1 the "Acknowledgment and Agreement to Be Bound by Protective Order"
2 (Exhibit A);

3 (d) the Court and its personnel;

4 (e) court reporters, their staffs, and Professional Vendors retained
5 by Counsel to whom disclosure is reasonably necessary for this litigation and
6 provided that Counsel ensures the Professional Vendors' compliance with this
7 Order;

8 (f) during their depositions and in preparation for their
9 depositions, or at trial and during trial preparation, witnesses in the action to
10 whom disclosure is reasonably necessary. Pages of transcribed deposition
11 testimony or exhibits to depositions that reveal Protected Material must be
12 separately bound by the court reporter and may not be disclosed to anyone except
13 as permitted under this Protective Order; and

14 (g) the author or any recipient of the document or the original
15 source of the information.

16 (h) the insurer, reinsurer, auditor, attorney, or accountant of any of
17 the above, but only to the extent reasonably necessary and required by the insurer,
18 reinsurer, auditor, attorney or accountant to discharge his, her, or its official or
19 contractual duties.

20 6.3 Disclosure of "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
21 ONLY" Information or Items. Unless otherwise ordered by the Court or permitted
22 in writing by the Designating Party, a Receiving Party may disclose any
23 information or item designated "HIGHLY CONFIDENTIAL-ATTORNEYS'
24 EYES ONLY" only to those persons described in Paragraphs 6.2(b) through (e),
25 and (g), above. If a party believes it is reasonably necessary to allow the
26 disclosure of "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY"
27 Discovery Materials to other persons or categories of persons, but the parties
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1 cannot reach an agreement after meeting and conferring, the party may move the
2 Court to permit such disclosure for good cause.

3 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
4 IN OTHER LITIGATION

5 If a Receiving Party is served with a subpoena or an order issued in other
6 litigation or administrative proceeding, or before any deliberative body, that
7 would compel disclosure of any information or items designated in this action as
8 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
9 ONLY," the Receiving Party is to notify all Parties, in writing (by fax, if possible)
10 as soon as reasonably possible after receiving the subpoena or order. Such
11 notification must include a copy of the subpoena or court order. The Parties
12 understand and agree that the purpose of requiring the Receiving Party to notify
13 all Parties of the subpoena is to provide the Parties with sufficient time to file a
14 request for a protective order or motion to quash the subpoena.

15 The Receiving Party also must immediately inform in writing the Party that
16 caused the subpoena or order to issue in the other litigation that some or all the
17 material covered by the subpoena or order is the subject of this Protective Order.
18 In addition, the Receiving Party must deliver a copy of this Protective Order
19 promptly to the Party in the other action that caused the subpoena or order to
20 issue.

21 The purpose of imposing these duties is to alert the interested parties to the
22 existence of this Protective Order and to afford any Party hereto an opportunity to
23 try to protect its confidentiality interests in the court or body from which the
24 subpoena or order issued. The Party seeking such protection shall bear the burdens
25 and the expenses of seeking protection of its confidential material in that court,
26 and nothing in these provisions should be construed as authorizing or encouraging
27 a Receiving Party in this action to disobey a lawful directive from another court or
28 deliberative body.

1 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

2 If a Receiving Party learns that, by inadvertence or otherwise, it has
3 disclosed Protected Material to any person or in any circumstance not authorized
4 under this Protective Order, the Receiving Party must immediately (a) notify in
5 writing all other Parties of the unauthorized disclosures, (b) use its best efforts to
6 retrieve all copies of the Protected Material, (c) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Protective
8 Order, and (d) request such person or persons to execute the "Acknowledgement
9 and Agreement to Be Bound by Protective Order" (Exhibit A).

10 9. FILING PROTECTED MATERIAL.

11 In the event that any party intends to include any document designated as
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
13 ONLY" under this Protective Order as part of any motion, opposition, reply or
14 other document, including any declarations (collectively "Filing") to be filed with
15 the Court, the Filing shall be made under seal. Alternatively, if the
16 CONFIDENTIAL and HIGHLY-CONFIDENTIAL ATTORNEYS' EYES ONLY
17 Discovery Material can be redacted to obviate the need to file documents under
18 seal, such as, by example, redacting names, addresses, amounts, or other
19 confidential information, and, if appropriate, substituting generic identifiers, the
20 Parties shall work together to agree to the appropriate redactions.

21 **The parties understand that all Court orders will be presumptively**
22 **available to the public. Therefore all papers submitted to the Court that**
23 **quote or set forth "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-**
24 **ATTORNEYS' EYES ONLY" information shall designate the particular**
25 **information that is designated "CONFIDENTIAL" or "HIGHLY**
26 **CONFIDENTIAL-ATTORNEYS' EYES ONLY." This will enable the Court,**
27 **in drafting orders, to determine whether there is evidence which the Court**
28 **should attempt not to disclose. Absent such advance notification (and even**

1 with such notification to the extent the Court believes it appropriate), the
2 Court remains free to incorporate and publicly disclose all such evidence in
3 its written and oral rulings if it concludes that this information is neither
4 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
5 ONLY" information.

6 The parties further understand that in the event that the case proceeds
7 to trial, and the parties use information that was designated as
8 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
9 ONLY," and/or kept and maintained pursuant to the terms of this Protective
10 Order at trial, such information may become public and in such case will be
11 presumptively available to all members of the public, including the press,
12 unless sufficient cause is shown to proceed otherwise.

13 10. FINAL DISPOSITION.

14 Unless otherwise ordered or agreed in writing by the Producing Party,
15 within sixty (60) days after the final termination of this action, each Receiving
16 Party must return all Protected Material to the Producing Party. As used in this
17 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
18 summaries or any other form of reproducing or capturing any of the Protected
19 Material. With permission in writing from the Designating Party, the Receiving
20 Party may destroy some or all of the Protected Material instead of returning it.
21 Whether the Protected Material is returned or destroyed, the Receiving Party must
22 submit a written certification to the Producing Party (and, if not the same person
23 or entity, to the Designating Party) by the sixty-day deadline that identifies (by
24 category, where appropriate) all the Protected Material that was returned or
25 destroyed and that affirms that the Receiving Party has not retained any copies,
26 abstracts, compilations, summaries or other forms of reproducing or capturing any
27 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
28 retain an archival copy of all pleadings, motion papers, transcripts, legal

1 memoranda, correspondence or attorney work product, even if such materials
2 contain Protected Material. Any such archival copies that contain or constitute
3 Protected Material remain subject to this Protective Order as set forth in Section 3
4 (DURATION), above. The Court's jurisdiction to enforce the terms of the Order
5 shall continue after the final conclusion of all aspects of the litigation.

6 11. CLAW BACK.

7 The inadvertent production of any document, electronically stored
8 information, material or other information during discovery in this action shall be
9 without prejudice to any claim that such material is privileged under the attorney-
10 client privilege or protected from discovery as work product within the meaning
11 of Rule 26 of the Federal Rules of Civil Procedure, and no party shall be held to
12 have waived any rights by such inadvertent production. Upon discovery of such
13 inadvertent production, a Producing Party may notify the Receiving Party and
14 request return of any such document or information, as well as any and all copies
15 which may have been made by the Receiving Party.

16 12. MISCELLANEOUS.

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of
18 any person to seek its modification by the Court in the future.

19 12.2 Right to Assert Good Faith Objections. By stipulating to the entry of
20 this Protective Order no Party waives any right it otherwise would have to object
21 in good faith to disclosing or producing any information or item on any ground
22 not addressed in this Protective Order. Similarly, no Party waives any right to
23 object on any good faith ground to use in evidence of any of the material covered
24 by this Protective Order.

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AGREED TO:

Dated: March 26, 2014

MORRIS POLICH & PURDY LLP

By: /s/ Timothy J. Toohey
Timothy J. Toohey
Attorneys for Defendant and Counter-
Claimant ESTATE OF RICHARD C.
CORRALES and Counter-Claimant
MOTION GRAPHIX, INC.

All of the following signatories concur in the filing's content and have authorized the filing.

Dated: March 26, 2014

JAMES K. CAMERON & ASSOCIATES, A PC

By: /s/ James K. Cameron
James K. Cameron
Attorneys for Defendants ESTATE OF RICHARD C. CORRALES and SANDRA FAVILA and Counter-Claimants ESTATE OF RICHARD C. CORRALES and MOTION GRAPHIX, INC.

Dated: March 26, 2014

LAW OFFICE OF GARY R. WALLACE

By: /s/ Gary R. Wallace
Gary R. Wallace
Attorneys for Defendants ESTATE OF RICHARD C. CORRALES and SANDRA FAVILA and Counter-Claimant ESTATE OF RICHARD C. CORRALES

It is so ORDERED.

3/27/14

Patrick J. Walsh

1 Dated: March 26, 2014

**CARLOS F. NEGRETE LAW
OFFICES**

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3
4 By: /s/ Carlos F. Negrete

5 Carlos F. Negrete
6 Attorneys for Plaintiff MOOFLY
7 PRODUCTIONS, LLC and for
8 Counter-Defendants MOOFLY
9 PRODUCTIONS, LLC; HELENA
10 PASQUARELLA; GET FLIPPED,
11 INC.; THE KISS OF LIGHT TRUST
12 DATED AUGUST 31, 2002; and
13 RALEIGH WILLIAM SOUTHER

14 Dated: March 26, 2014

WALTON & WALTON, LLP

15
16
17 By: /s/ L. Richard Walton

18 L. Richard Walton
19 Samuel J. Levy
20 Attorneys for Third Party Defendants
21 THOMAS JOEL and JOEL MEDIA
22 GROUP
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT
TO BE BOUND BY PROTECTIVE ORDER

I, _____ [print or type full name] of
_____ [print or type full address] declare under
penalty of perjury under the laws of the United States and California that I have
read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on
_____ [date] in the case of *Moofly Productions, Inc. v. Favila, et al.*,
Case No. CV-5866 RSWL ("Protective Order"). I agree to comply with and to be
bound by all the terms of this Protective Order. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Protective
Order to any person or entity except in strict compliance with the provisions of
this Protective Order.

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

I hereby appoint _____ [print
or type full name] of:

_____ [print or type full address and telephone number]

as my California agent for service of process in connection with this action or any
proceeding related to enforcement of this Protective Order.

Date: _____

1 City and State where sworn and signed: _____

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3 Printed Name: _____

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5 Signature: _____

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