

1 Joel M. Tantalo, SBN 206096
 Email: jtantalo@ta-llp.com
 2 Michael S. Adler, SBN 190119
 Email: madler@ta-llp.com
 3 **TANTALO & ADLER LLP**
 1901 Avenue of the Stars, Suite 1000
 4 Los Angeles, CA 90067-6012
 Telephone: (310) 734-8695
 5 Facsimile: (310) 734-8696

6 Deborah J. Swedlow (admitted *pro hac vice*)
 Email: bswedlow@honigman.com
 7 Anessa Owen Kramer (admitted *pro hac vice*)
 Email: akramer@honigman.com
 8 Brittany D. Parling (admitted *pro hac vice*)
 Email: bparling@honigman.com

9 **HONIGMAN MILLER SCHWARTZ
 AND COHN LLP**
 10 130 South First Street, Fourth Floor
 Ann Arbor, Michigan 48104
 11 Telephone: (734) 418-4268
 Facsimile: (734) 418-4269

12 Attorneys for Plaintiff Jaguar Land Rover
 13 Limited

14 James S. Williams, SBN 78582
 Email: jwilliams@murchisonlaw.com
 15 **MURCHISON & CUMMING, LLP**
 801 South Grand Avenue, 9th Floor
 16 Los Angeles, CA, 90017
 Telephone: (213) 630-1077
 17 Facsimile: (213) 623-6336

18 Attorneys for Defendant Santa Monica
 19 Rover, Inc.

20 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA
 21 **WESTERN DIVISION**

22 **JAGUAR LAND ROVER LIMITED,**
 23 a foreign corporation,

24 Plaintiff,

25 v.

26 **SANTA MONICA ROVER, INC.,**
 27 a California corporation,

28 Defendant.

CASE NO.: 2:14-cv-04631-AB-AGR

Hon. André Birotte Jr.

STIPULATED PROTECTIVE ORDER

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STIPULATION

IT IS HEREBY STIPULATED, pursuant to Rule 29 of the Federal Rules of Civil Procedure, by and between Plaintiff Jaguar Land Rover Limited and Defendant Santa Monica Rover, Inc. (collectively, the “Parties”), and, subject to the approval of the Court pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, that the following Stipulated Protective Order (the “Order”) shall govern the handling of discovery documents and information, which shall consist of documents, depositions, deposition exhibits, interrogatory responses, admissions, and any other materials produced, given, or exchanged by and among the Parties and any non-parties in connection with discovery in this action:

1. Purposes and Limitations.

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Paragraph 13.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 and this Court’s procedures set forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. Good Cause Statement.

This action is likely to involve trade secrets and other valuable research, development, commercial, financial, technical, and/or proprietary information for which special protection from public disclosure and from use for any purpose other

1 than prosecution of this action is warranted. Such confidential and proprietary
2 materials and information consist of, among other things, confidential business
3 practices, or other confidential research, development, or commercial information,
4 information otherwise generally unavailable to the public, or which may be privileged
5 or otherwise protected from disclosure under state or federal statutes, court rules, case
6 decisions, or common law. Accordingly, to expedite the flow of information, to
7 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
8 to adequately protect information the Parties are entitled to keep confidential, to ensure
9 that the Parties are permitted reasonably necessary uses of such material in preparation
10 for and in the conduct of trial, to address their handling at the end of litigation, and
11 serve the ends of justice, a protective order for such information is justified in this
12 matter. It is the intent of the Parties that information will not be designated as
13 confidential for tactical reasons and that nothing be so designated without a good faith
14 belief that it has been maintained in a confidential, non-public manner, and there is
15 good cause why it should not be part of the public record of this case.

16 **3. Definitions.**

17 3.1 Action: The above-captioned action and any appellate proceeding in the
18 above-captioned action.

19 3.2 Attorneys' Eyes Only Information or Items: information (regardless of
20 how it is generated, stored, or maintained) or tangible things that reflect, refer to, or
21 evidence highly sensitive proprietary, business, financial, strategic, tax, valuation, or
22 other data or information, the disclosure of which to anyone not specifically included
23 in Paragraph 8.3 would cause commercial or competitive injury or harm to the
24 Designating Party.

25 3.2 Challenging Party: a Party or Non-Party that challenges the designation
26 of information or items under this Order.

27 3.3 Confidential Information or Items: information (regardless of how it is
28 generated, stored, or maintained) or tangible things that qualify for protection under

1 Rule 26(c) of the Federal Rules of Civil Procedure, and as specified above in the Good
2 Cause Statement.

3 3.4 Attorney or Counsel: Outside Counsel of Record and In-House Counsel
4 for any Party in the Action, as well as employees of such counsel reasonably necessary
5 to assist such counsel in the litigation of the Action.

6 3.5 Designating Party: a Party or Non-Party that designates information or
7 items that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

9 3.6 Disclosure or Discovery Material: all items or information, regardless of
10 the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced or
12 generated in disclosures or responses to discovery in this matter.

13 3.7 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
15 expert witness or as a consultant in this Action.

16 3.8 In-House Counsel: attorneys who are employees of a Party to this Action.
17 In-House Counsel does not include Outside Counsel of Record or any other outside
18 counsel.

19 3.9 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this Action.

21 3.10 Outside Attorney or Counsel of Record: attorneys who are not employees
22 of a Party to this Action but are retained to represent or advise a Party to this Action
23 and have appeared in this Action on behalf of that Party or are affiliated with a law
24 firm which has appeared on behalf of that Party, as well as employees of such counsel
25 reasonably necessary to assist such counsel in the litigation of the Action.

26 3.11 Party: any party to this Action, including its officers, directors, and
27 employees, as well as its corporate parent(s), subsidiaries, affiliates, and any disclosed
28 interested parties pursuant to Fed. R. Civ. P. 7.1.

1 3.12 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 3.13 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., court reporting, photocopying, videotaping, translating, preparing
5 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or
6 medium) and their employees and subcontractors.

7 3.14 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

9 3.15 Receiving Party: a Party or Non-Party that receives Disclosure or
10 Discovery Material from a Producing Party.

11 **4. Scope.**

12 The protections conferred by this Order cover not only Protected Material (as
13 defined above), but also (1) any information copied or extracted from Protected
14 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
15 and (3) any testimony, conversations, or presentations by Parties or their Counsel that
16 might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the orders of the trial
18 judge.

19 **5. Duration.**

20 Even after final disposition of this Action, the confidentiality obligations
21 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
22 in writing or a court order otherwise directs. Final disposition shall be deemed to be
23 the later of (1) dismissal of all claims and defenses in this Action, with or without
24 prejudice; and (2) final judgment herein after the completion and exhaustion of all
25 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
26 for filing any motions or applications for extension of time pursuant to applicable law.
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1 **6. Designating Protected Material.**

2 6.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. To the extent it is practical to do so, the Designating
6 Party must designate for protection only those parts of material, documents, items, or
7 oral or written communications that qualify so that other portions of the material,
8 documents, items, or communications for which protection is not warranted are not
9 swept unjustifiably within the ambit of this Order.

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

15 If it comes to a Designating Party’s attention that information or items that it
16 designated for protection do not qualify for protection at all or do not qualify for the
17 level of protection initially asserted, that Designating Party must promptly notify all
18 other Parties that it is withdrawing the inapplicable designation.

19 6.2 Manner and Timing of Designations. Except as otherwise provided in this
20 Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise stipulated
21 or ordered, Disclosure or Discovery Material that qualifies for protection under this
22 Order must be clearly so designated before the material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents,
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
26 Producing Party affix the legend “CONFIDENTIAL” or “ATTORNEYS’ EYES
27 ONLY” to each page that contains protected material. If only certain pages of a multi-
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1 page document contain Confidential or Attorneys' Eyes Only Information or Items, the
2 Producing Party shall make reasonable efforts to designate only those page(s).

3 A Party or Non-Party that makes original documents or materials available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which material it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection shall be
7 deemed "ATTORNEYS' EYES ONLY." After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine which
9 documents, or portions thereof, qualify for protection under this Order. Then, before
10 producing the specified documents, the Producing Party must affix the appropriate
11 legend ("CONFIDENTIAL" or "ATTORNEYS' EYES ONLY") to each page that
12 contains Protected Material.

13 (b) for testimony given in deposition, that the Designating Party identify on the
14 record, before the close of the deposition, all protected testimony and specify the level
15 of protection being asserted. When it is impractical to identify separately each portion
16 of testimony that is entitled to protection and it appears that substantial portions of the
17 testimony may qualify for protection, the Designating Party may invoke on the record
18 (before the deposition, hearing, or other proceeding is concluded) a right to have up to
19 21 days after receipt of the official transcript to identify the specific portions of the
20 testimony as to which protection is sought and to specify the level of protection being
21 asserted. Only those portions of the testimony that are appropriately designated for
22 protection within the 21 days shall be covered by the provisions of this Order.
23 Alternatively, a Designating Party may specify, at the deposition or up to 21 days after
24 receipt of the official transcript if that period is properly invoked, that the entire
25 transcript shall be treated as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY."

26 The deposition of any witness (or any portion of such deposition) that
27 encompasses Confidential or Attorneys' Eyes Only Information or Items shall be taken
28 only in the presence of persons who are qualified to have access to such information.

1 Transcripts containing Protected Material shall have an obvious legend on the title
2 page that the transcript contains Protected Material, and the title page shall be followed
3 by a list of all pages (including line numbers as appropriate) that have been designated
4 as Protected Material and the level of protection being asserted by the Designating
5 Party. The Designating Party shall inform the court reporter of these requirements.
6 Any transcript that is prepared before the expiration of a 21-day period for designation
7 shall be treated during that period as if it had been designated “ATTORNEYS’ EYES
8 ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the
9 transcript shall be treated only as actually designated.

10 (c) for information produced in some form other than documentary and for any
11 other tangible items, that the Producing Party affix in a prominent place on the exterior
12 of the container or containers in which the information or item is stored the legend
13 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If only a portion or portions
14 of the information or item warrant protection, the Producing Party, to the extent
15 practicable, shall identify the protected portion(s) and specify the level of protection
16 being asserted.

17 6.3 Inadvertent Failures to Designate. An inadvertent failure to designate
18 qualified information or items as “CONFIDENTIAL” or “ATTORNEYS’ EYES
19 ONLY” does not waive the Designating Party’s right to secure protection under this
20 Order for such material. Upon timely correction of a designation, the Receiving Party
21 must make reasonable efforts to assure that the material is treated in accordance with
22 the provisions of this Order.

23 **7. Challenging Confidentiality Designations.**

24 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time.

26 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
27 resolution process under Local Rule 37.1 *et seq.*
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1 7.3 The burden of persuasion in any such challenge proceeding shall be on the
2 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
3 to harass or impose unnecessary expenses and burdens on other parties) may expose
4 the Challenging Party to sanctions. Unless the Designating Party has waived or
5 withdrawn the confidentiality designation, all parties shall continue to afford the
6 material in question the level of protection to which it is entitled under the Producing
7 Party’s designation until the Court rules on the challenge.

8 **8. Access To and Use of Protected Material.**

9 8.1 Basic Principles. A Receiving Party may use Protected Material that is
10 disclosed or produced by another Party or by a Non-Party in connection with this
11 Action only for prosecuting, defending, or attempting to settle this Action. Such
12 Protected Material may be disclosed only to the categories of persons and under the
13 conditions described in this Order. When the Action has been terminated, a Receiving
14 Party must comply with the provisions of Paragraph 14 below (FINAL
15 DISPOSITION).

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

19 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
20 ordered by the court or permitted in writing by the Designating Party, a Receiving
21 Party may disclose any information or item designated “CONFIDENTIAL” only to:

22 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to
24 disclose the information for this Action;

25 (b) the officers, directors, and employees (including In-House Counsel) of the
26 Receiving Party to whom disclosure is reasonably necessary for this Action;

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

4 (d) the Court and its personnel;

5 (e) court reporters and their staff, professional jury or trial consultants, and
6 Professional Vendors to whom disclosure is reasonably necessary for this litigation;

7 (f) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (g) during their depositions, witnesses in the Action to whom disclosure is
10 reasonably necessary and who have signed the “Acknowledgment and Agreement to
11 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
12 by the Court. If the witness is also an employee or agent of, or consultant to, any
13 competitor of the Designating Party, the Designating Party may object at this time to
14 the witness’ receipt of the Confidential Information or Items. If the Designating Party
15 objects (or in the case of a Non-Party is absent), the Confidential Information or Items
16 shall be withheld from the witness until the Party seeking disclosure obtains the prior
17 approval of the Court or the Designating Party;

18 (h) any mediator or settlement officer, and their supporting personnel, mutually
19 agreed upon by any of the Parties engaged in settlement discussions; and

20 (i) any person whom Counsel for the Parties agree should have access to such
21 materials who has signed the “Acknowledgment and Agreement to Be Bound”
22 (Exhibit A).

23 If any person entitled to receive Confidential Information or Items exclusively
24 pursuant to paragraphs (b), (c), or (g) above is known to be a director, officer,
25 manager, or full-time employee of any competitor of the Designating Party, Counsel
26 for the Designating Party shall be notified at least 14 days prior to the disclosure of the
27 Confidential Information or Items. Such notice shall provide a reasonable description
28 of the person(s) to whom disclosure is sought sufficient to permit objection. If the

1 Designating Party objects in writing to the disclosure within 14 days after receiving
2 notice, no disclosure shall be made until the Party seeking disclosure obtains the prior
3 approval of the Court or the Designating Party. For purposes of this Paragraph, the
4 Parties expressly agree that “director, officer, manager, or full-time employee” does
5 not include a person who provides nothing more than consulting services to any
6 competitor of the Designating Party. Such a consultant does not trigger the
7 requirements of this Paragraph.

8 8.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.

9 Unless otherwise ordered by the Court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item designated
11 “ATTORNEYS’ EYES ONLY” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
13 employees of said Outside Counsel of Record to whom it is reasonably necessary to
14 disclose the information for this Action;

15 (b) Experts of the Receiving Party to whom disclosure is reasonably necessary
16 for this litigation and who have signed the “Acknowledgment and Agreement to Be
17 Bound” (Exhibit A);

18 (c) the Court and its personnel;

19 (d) court reporters and their staff, professional jury or trial consultants, and
20 Professional Vendors to whom disclosure is reasonably necessary for this litigation;

21 (e) the author or recipient of a document containing the information; and

22 (f) any person whom Counsel for the Parties agree should have access to such
23 Attorneys’ Eyes Only Information and Items who has signed the “Acknowledgment
24 and Agreement to Be Bound” (Exhibit A).

25 If any person entitled to receive Attorneys’ Eyes Only Information or Items
26 exclusively pursuant to paragraph (b) above is a director, officer, manager, or full-time
27 employee of a competitor of the Designating Party, then Counsel for the Designating
28 Party shall be notified at least 14 days prior to the disclosure of Attorneys’ Eyes Only

1 Information or Items to that person. Such notice shall provide a reasonable description
2 of the person to whom disclosure is sought sufficient to permit objection. If the
3 Designating Party objects in writing to the disclosure within 14 days after receiving
4 notice, no disclosure shall be made until the Party seeking disclosure obtains the prior
5 approval of the Court or the Designating Party. For purposes of this section, the
6 Parties expressly agree that “director, officer, manager, or full-time employee” does
7 not include a person who provides nothing more than consulting services to a
8 competitor of the Designating Party. Such a consultant does not trigger the
9 requirements of this Paragraph.

10 8.4 Counsel of record to whom Confidential Information or Items is produced
11 shall keep in their files the originals of all such signed Acknowledgements and
12 Agreements to Be Bound.

13 **9. Protected Material Subpoenaed or Ordered Produced In Other**
14 **Litigation.**

15 If a Party is served with a subpoena or a court order issued in other litigation that
16 compels disclosure of any information or items designated in this Action as
17 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” that Party must:

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

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

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

26 If the Designating Party timely seeks a protective order, the Party served with
27 the subpoena or court order shall not produce any information designated in this action
28 as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a determination by

1 the court from which the subpoena or order issued, unless the Party has obtained the
2 Designating Party's permission. The Designating Party shall bear the burden and
3 expense of seeking protection in that court of its confidential material and nothing in
4 these provisions should be construed as authorizing or encouraging a Receiving Party
5 in this action to disobey a lawful directive from another court.

6 **10. A Non-Party's Protected Material Sought To Be Produced In This**
7 **Action.**

8 (a) The terms of this Order are applicable to information produced by a Non-
9 Party in this action and designated as "CONFIDENTIAL" or "ATTORNEYS' EYES
10 ONLY." Such information produced by Non-Parties in connection with this Action is
11 protected by the remedies and relief provided by this Order. Nothing in these
12 provisions should be construed as prohibiting a Non-Party from seeking additional
13 protections.

14 (b) In the event that a Party is required, by a valid discovery request, to
15 produce a Non-Party's confidential information in its possession, and the Party is
16 subject to an agreement with the Non-Party not to produce the Non-Party's
17 confidential information, then the Party shall:

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

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

24 3. make the information requested available for inspection by the Non-Party,
25 if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within 14
27 days of receiving the notice and accompanying information, the Receiving Party may
28 produce the Non-Party's confidential information responsive to the discovery request.

1 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
2 any information in its possession or control that is subject to the confidentiality
3 agreement with the Non-Party before a determination by the court. Absent a court
4 order to the contrary, the Non-Party shall bear the burden and expense of seeking
5 protection in this court of its Protected Material.

6 **11. Unauthorized Disclosure of Protected Material.**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Order, the Receiving Party must immediately (a) notify in writing the Designating
10 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
11 unauthorized copies of the Protected Material, (c) inform the person or persons to
12 whom unauthorized disclosures were made of all the terms of this Order, and (d)
13 request such person or persons to execute the “Acknowledgment and Agreement to Be
14 Bound” that is attached hereto as Exhibit A.

15 **12. Inadvertent Production of Privileged or Otherwise Protected**
16 **Material.**

17 12.1 Inadvertent Failure to Designate Information or Material as Confidential
18 or Attorneys’ Eyes Only. An inadvertent failure to designate qualified information or
19 items as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” does not waive the
20 Designating Party’s right to secure protection under this Order for such material. If
21 material is appropriately designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES
22 ONLY” after the material was initially produced, the Receiving Party, on timely
23 written notification of the designation, must make reasonable efforts to assure that the
24 material is treated in accordance with the provisions of this Order.

25 12.2 Inadvertently Produced Privilege Documents. The Parties agree that any
26 inadvertent production of any privileged or attorney work-product material shall not
27 result in the waiver of any associated privilege nor result in a subject matter waiver of
28 any kind. The Parties further agree, however, that the disclosure of any particular

1 privileged or attorney work-product material shall cease to be “inadvertent” if, 10 days
2 after the Receiving Party notifies the Producing Party that it has received what it
3 believes could be privileged materials, the Producing Party does not request the return
4 of the identified potentially privileged materials. All Parties agree to return any
5 privileged material inadvertently disclosed immediately upon notice of the disclosure.
6 Further, all Parties agree that no copies will be made of the inadvertently disclosed
7 materials.

8 **13. MISCELLANEOUS.**

9 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 13.2 Right to Assert Other Objections. By stipulating to the entry of this Order,
12 no Party waives any right it otherwise would have to object to disclosing or producing
13 any information or item on any ground not addressed in this Order. Similarly, no Party
14 waives any right to object on any ground to use in evidence of any of the material
15 covered by this Order.

16 13.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5 and this Court’s
18 procedures. Protected Material may only be filed under seal pursuant to a court order
19 authorizing the sealing of the specific Protected Material at issue.

20 13.4 This Order has no effect upon, and its scope shall not extend to, any
21 Party’s use of its own Confidential or Attorneys’ Eyes Only Information or Items.

22 13.5 Nothing in this Order shall prevent a Party or Non-Party who has
23 designated material as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” from
24 agreeing to release any such material from the requirements of this Order.

25 **14. FINAL DISPOSITION.**

26 After the final disposition of this Action, as defined in Paragraph 5, within 60
27 days of a written request by the Designating Party, each Receiving Party must return
28 all Protected Material to the Producing Party or destroy such material. As used in this

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

16 **15. Violation.**

17 Any violation of this Order may be punished by any and all appropriate
18 measures including, without limitation, contempt proceedings and/or monetary
19 sanctions.
20

21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
22

23 DATED: February 17, 2015

TANTALO & ADLER LLP

24
25 By: /s/

26 JOEL M. TANTALO
27 Attorneys for Plaintiff JAGUAR LAND
28 ROVER LIMITED

1 DATED: February 17, 2015

MURCHISON & CUMMING, LLP

2
3 By: /s/ authorized per LR 5-4.3.4(a)(2)
4 **JAMES S. WILLIAMS**
5 Attorneys for Defendant SANTA MONICA
ROVER, INC.

6 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

7 DATED: February 17, 2015

Alicia G. Rosenberg

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10 ALICIA G. ROSENBERG
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

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

JAGUAR LAND ROVER LIMITED,
a foreign corporation,

Plaintiff,

v.

SANTA MONICA ROVER, INC.,
a California corporation,

Defendant.

CASE NO.: 2:14-cv-04631-AB-AGR

Hon. André Birotte Jr.

**ACKNOWLEDGMENT AND
AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
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 *Jaguar Land Rover Limited v. Santa Monica Rover, Inc.*,
No. 2:14-cv-04631-AB-AGR. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this 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 this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action.

1 I hereby appoint _____ [print or type full name]
2 of _____ [print or type full address and
3 telephone number] as my California agent for service of process in connection
4 with this action or any proceedings related to enforcement of this Stipulated
5 Protective Order.

6
7 Date: _____

8 City and State where sworn and signed: _____

9
10 Printed name: _____

11 Signature: _____

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