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8 Attorneys for Plaintiff OCEAN TOWERS  
 HOUSING CORPORATION  
 9

10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA  
 12

13 OCEAN TOWERS HOUSING  
 CORPORATION, a California  
 14 corporation,

15 Plaintiff,

16 vs.

17 EVANSTON INSURANCE  
 COMPANY, an Illinois corporation,  
 18 and DOES 1 through 10, Inclusive,

19 Defendants.  
 20

21 EVANSTON INSURANCE  
 COMPANY, an Illinois corporation,  
 22

Counter-Claimant,

23 vs.

24 OCEAN TOWERS HOUSING  
 CORPORATION, a California  
 25 corporation,

26 Counter-Defendant.  
 27  
 28

CASE NO. 2:15-cv-06461 DSF(Ex)

**STIPULATED PROTECTIVE  
 ORDER**

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production  
3 of confidential, proprietary, or private information for which special protection from  
4 public disclosure and from use for any purpose other than prosecuting this litigation  
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the court  
6 to enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to discovery  
8 and that the protection it affords from public disclosure and use extends only to the  
9 limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles. The parties further acknowledge, as set forth in Section  
11 12.3, below, that this Stipulated Protective Order does not entitle them to file  
12 confidential information under seal; Civil Local Rule 79-5 and the Judge's  
13 Procedures set forth the procedures that must be followed and the standards that will  
14 be applied when a party seeks permission from the court to file material under seal.

15 **2. DEFINITIONS**

16 2.1 Challenging Party: a Party or Non-Party that challenges the designation  
17 of information or items under this Order.

18 2.2 "CONFIDENTIAL" Information or Items: information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for protection  
20 under Federal Rule of Civil Procedure 26(c).

21 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
22 Counsel (as well as their support staff).

23 2.4 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 "CONFIDENTIAL."

26 2.5 Disclosure or Discovery Material: all items or information, regardless of  
27 the medium or manner in which it is generated, stored, or maintained (including,  
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2       2.6 Expert: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
4 an expert witness or as a consultant in this action.

5       2.7 House Counsel: attorneys who are employees of a party to this action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.

8       2.8 Non-Party: any natural person, partnership, corporation, association, or  
9 other legal entity not named as a Party to this action.

10       2.9 Outside Counsel of Record: attorneys who are not employees of a party  
11 to this action but are retained to represent or advise a party to this action and have  
12 appeared in this action on behalf of that party or are affiliated with a law firm which  
13 has appeared on behalf of that party.

14       2.10 Party: any party to this action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17       2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this action.

19       2.12 Professional Vendors: persons or entities that provide litigation support  
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
22 and their employees and subcontractors.

23       2.13 Protected Material: any Disclosure or Discovery Material that is  
24 designated as "CONFIDENTIAL."

25       2.14 Receiving Party: a Party that receives Disclosure or Discovery Material  
26 from a Producing Party.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.  
7 However, the protections conferred by this Stipulation and Order do not cover the  
8 following information: (a) any information that is in the public domain at the time of  
9 disclosure to a Receiving Party or becomes part of the public domain after its  
10 disclosure to a Receiving Party as a result of publication not involving a violation of  
11 this Order, including becoming part of the public record through trial or otherwise;  
12 and (b) any information known to the Receiving Party prior to the disclosure or  
13 obtained by the Receiving Party after the disclosure from a source who obtained the  
14 information lawfully and under no obligation of confidentiality to the Designating  
15 Party. Any use of Protected Material at trial shall be governed by a separate  
16 agreement or order.

17 4. DURATION

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

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.

28 Each Party or Non-Party that designates information or items for protection under this

1 Order must take care to limit any such designation to specific material that qualifies  
2 under the appropriate standards. The Designating Party must designate for protection  
3 only those parts of material, documents, items, or oral or written communications that  
4 qualify – so that other portions of the material, documents, items, or communications  
5 for which protection is not warranted are not swept unjustifiably within the ambit of  
6 this Order.

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

12 If it comes to a Designating Party's attention that information or items that it  
13 designated for protection do not qualify for protection, that Designating Party must  
14 promptly notify all other Parties that it is withdrawing the mistaken designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in  
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
18 under this Order must be clearly so designated before the material is disclosed or  
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic documents,  
22 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
23 Producing Party affix the legend "CONFIDENTIAL" to each page that contains  
24 protected material. If only a portion or portions of the material on a page qualifies for  
25 protection, the Producing Party also must clearly identify the protected portion(s)  
26 (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents or materials available for  
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection  
2 and before the designation, all of the material made available for inspection shall be  
3 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
4 it wants copied and produced, the Producing Party must determine which documents,  
5 or portions thereof, qualify for protection under this Order. Then, before producing  
6 the specified documents, the Producing Party must affix the "CONFIDENTIAL"  
7 legend to each page that contains Protected Material. If only a portion or portions of  
8 the material on a page qualifies for protection, the Producing Party also must clearly  
9 identify the protected portion(s) (e.g., by making appropriate markings in the  
10 margins).

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

25 Parties shall give the other parties notice if they reasonably expect a deposition,  
26 hearing or other proceeding to include Protected Material so that the other parties can  
27 ensure that only authorized individuals who have signed the "Acknowledgment and  
28 Agreement to Be Bound" (Exhibit A) are present at those proceedings. The use of a

1 document as an exhibit at a deposition shall not in any way affect its designation as  
2 “CONFIDENTIAL.”

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

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

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
19 failure to designate qualified information or items does not, standing alone, waive the  
20 Designating Party’s right to secure protection under this Order for such material.  
21 Upon timely correction of a designation, the Receiving Party must make reasonable  
22 efforts to assure that the material is treated in accordance with the provisions of this  
23 Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
26 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
27 Party’s confidentiality designation is necessary to avoid foreseeable, substantial  
28 unfairness, unnecessary economic burdens, or a significant disruption or delay of the

1 litigation, a Party does not waive its right to challenge a confidentiality designation  
2 by electing not to mount a challenge promptly after the original designation is  
3 disclosed.

4       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
5 resolution process by providing written notice of each designation it is challenging  
6 and describing the basis for each challenge. To avoid ambiguity as to whether a  
7 challenge has been made, the written notice must recite that the challenge to  
8 confidentiality is being made in accordance with this specific paragraph of the  
9 Protective Order. The parties shall attempt to resolve each challenge in good faith and  
10 must begin the process by conferring directly (in voice to voice dialogue; other forms  
11 of communication are not sufficient) within 14 days of the date of service of notice.  
12 In conferring, the Challenging Party must explain the basis for its belief that the  
13 confidentiality designation was not proper and must give the Designating Party an  
14 opportunity to review the designated material, to reconsider the circumstances, and, if  
15 no change in designation is offered, to explain the basis for the chosen designation. A  
16 Challenging Party may proceed to the next stage of the challenge process only if it  
17 has engaged in this meet and confer process first or establishes that the Designating  
18 Party is unwilling to participate in the meet and confer process in a timely manner.

19       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
20 court intervention, the Designating Party shall file and serve a motion to retain  
21 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule  
22 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days  
23 of the parties agreeing that the meet and confer process will not resolve their dispute,  
24 whichever is earlier. Each such motion must be accompanied by a competent  
25 declaration affirming that the movant has complied with the meet and confer  
26 requirements imposed in the preceding paragraph. Failure by the Designating Party to  
27 make such a motion including the required declaration within 21 days (or 14 days, if  
28 applicable) shall automatically waive the confidentiality designation for each



1 challenged designation. In addition, the Challenging Party may file a motion  
2 challenging a confidentiality designation at any time if there is good cause for doing  
3 so, including a challenge to the designation of a deposition transcript or any portions  
4 thereof. Any motion brought pursuant to this provision must be accompanied by a  
5 competent declaration affirming that the movant has complied with the meet and  
6 confer requirements imposed by the preceding paragraph.

7       The burden of persuasion in any such challenge proceeding shall be on the  
8 Designating Party. Frivolous challenges, and those made for an improper purpose  
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
11 the confidentiality designation by failing to file a motion to retain confidentiality as  
12 described above, all parties shall continue to afford the material in question the level  
13 of protection to which it is entitled under the Producing Party's designation until the  
14 court rules on the challenge.

15 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

25       **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless  
26 otherwise ordered by the court or permitted in writing by the Designating Party, a  
27 Receiving Party may disclose any information or item designated  
28 "CONFIDENTIAL" only to:

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

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

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

11 (d) the court and its personnel;

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

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

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

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
25 OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation  
27 that compels disclosure of any information or items designated in this action as  
28 "CONFIDENTIAL," that Party must:

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

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

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

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

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

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

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

28 (1) promptly notify in writing the Requesting Party and the Non-Party

1 that some or all of the information requested is subject to a confidentiality agreement  
2 with a Non-Party;

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

6 (3) make the information requested available for inspection by the Non-  
7 Party.

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

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain  
28 inadvertently produced material is subject to a claim of privilege or other protection,

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

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
13 Protective Order no Party waives any right it otherwise would have to object to  
14 disclosing or producing any information or item on any ground not addressed in this  
15 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
16 ground to use in evidence of any of the material covered by this Protective Order.

17 12.3 Filing Protected Material. Without written permission from the  
18 Designating Party or a court order secured after appropriate notice to all interested  
19 persons, a Party may not file in the public record in this action any Protected  
20 Material. A Party that seeks to file under seal any Protected Material must comply  
21 with Civil Local Rule 79-5 and the Judge's Procedures. If a Receiving Party's request  
22 to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by  
23 the court, then the Receiving Party may file the information in the public record  
24 pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

25 13. FINAL DISPOSITION

26 Within 60 days after the final disposition of this action, as defined in paragraph  
27 4, each Receiving Party must return all Protected Material to the Producing Party or  
28 destroy such material. As used in this subdivision, "all Protected Material" includes


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

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**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

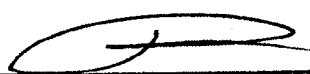
DATED: November 29, 2016

BUCHALTER NEMER  
A Professional Corporation

By:   
 \_\_\_\_\_  
 GLENN P. ZWANG  
 Attorneys for Plaintiff  
 OCEAN TOWERS  
 HOUSING CORPORATION

DATED: December 6, 2016

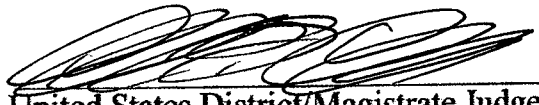
MICHELMAN & ROBINSON, LLP

By:   
 \_\_\_\_\_  
 PETER L. STEINMAN  
 Attorneys for Defendant  
 EVANSTON INSURANCE  
 COMPANY

1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

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DATED: 12/6/16



United States District/Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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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 in the  
case of *OCEAN TOWERS HOUSING CORPORATION v. EVANSTON INSURANCE  
COMPANY, et al.*, CASE NO. 2:15-cv-06461 DSF(Ex). 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.

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 proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_