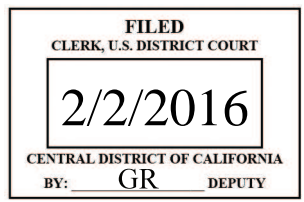


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13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

16 EVOX Productions, LLC,
 17 Plaintiff,
 18 vs.

19 California Rent-A-Car, Inc., and ,
 20 STEVE VAHIDI, an individual,
 21 Defendant.

Case No. 2:15-cv-08046-MWF-RAO
**FIRST AMENDED
 STIPULATED
 PROTECTIVE ORDER**

23 1. A. **PURPOSES AND LIMITATIONS**

24 Discovery in this action is likely to involve production of confidential,
 25 proprietary, or private information for which special protection from public
 26 disclosure and from use for any purpose other than prosecuting this litigation may
 27 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
 28 enter the following First Amended Stipulated Protective Order (“Stipulated

1 Protective Order” or “Order”). The parties acknowledge that this Order does not
2 confer blanket protections on all disclosures or responses to discovery and that the
3 protection it affords from public disclosure and use extends only to the limited
4 information or items that are entitled to confidential treatment under the applicable
5 legal principles. The parties further acknowledge, as set forth in Section 12.3,
6 below, that this Stipulated Protective Order does not entitle them to file confidential
7 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
8 followed and the standards that will be applied when a party seeks permission from
9 the court to file material under seal.

10 **B. GOOD CAUSE STATEMENT**

11 This action is likely to involve trade secrets and other valuable commercial
12 and/or proprietary information for which special protection from public disclosure
13 and from use for any purpose other than prosecution or defense of this action is
14 warranted. Such confidential and proprietary materials and information consist of,
15 among other things, confidential business or financial information, information
16 regarding confidential business practices, or other confidential commercial
17 information, information otherwise generally unavailable to the public, or which
18 may be privileged or otherwise protected from disclosure under state or federal
19 statutes, court rules, case decisions, or common law. Accordingly, to expedite the
20 flow of information, to facilitate the prompt resolution of disputes over
21 confidentiality of discovery materials, to adequately protect information the parties
22 are entitled to keep confidential, to ensure that the parties are permitted reasonable
23 necessary uses of such material in preparation for and in the conduct of trial, to
24 address their handling at the end of the litigation, and serve the ends of justice, a
25 protective order for such information is justified in this matter. It is the intent of the
26 parties that information will not be designated as confidential for tactical reasons
27 and that nothing be so designated without a good faith belief that it has been
28

1 maintained in a confidential, non-public manner, and there is good cause why it
2 should not be part of the public record of this case.

3 C. **ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
4 **SEAL**

5 The parties further acknowledge, as set forth in Section 12.3, below, that this
6 Stipulated Protective Order does not entitle them to file confidential information
7 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
8 and the standards that will be applied when a party seeks permission from the court
9 to file material under seal.

10 There is a strong presumption that the public has a right of access to judicial
11 proceedings and records in civil cases. In connection with non-dispositive motions,
12 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
13 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
14 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*
15 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
16 require good cause showing), and a specific showing of good cause or compelling
17 reasons with proper evidentiary support and legal justification, must be made with
18 respect to Protected Material that a party seeks to file under seal. The parties' mere
19 designation of Disclosure or Discovery Material as CONFIDENTIAL or HIGHLY
20 CONFIDENTIAL does not—without the submission of competent evidence by
21 declaration, establishing that the material sought to be filed under seal qualifies as
22 confidential, privileged, or otherwise protectable—constitute good cause.

23 Further, if a party requests sealing related to a dispositive motion or trial, then
24 compelling reasons, not only good cause, for the sealing must be shown, and the
25 relief sought shall be narrowly tailored to serve the specific interest to be protected.
26 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
27 each item or type of information, document, or thing sought to be filed or introduced
28 under seal in connection with a dispositive motion or trial, the party seeking

1 protection must articulate compelling reasons, supported by specific facts and legal
2 justification, for the requested sealing order. Again, competent evidence supporting
3 the application to file documents under seal must be provided by declaration

4 Any document that is not confidential, privileged, or otherwise protectable in
5 its entirety will not be filed under seal if the confidential portions can be redacted.
6 If documents can be redacted, then a redacted version for public viewing, omitting
7 only the confidential, privileged, or otherwise protectable portions of the document,
8 shall be filed. Any application that seeks to file documents under seal in their
9 entirety should include an explanation of why redaction is not feasible.

10 **2. DEFINITIONS**

11 2.1 Action: *EVOX Productions, LLC v. California Rent-A-*
12 *Car, Inc. and Steve Vahidi.*, 2:15-cv-08046

13 2.2 Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” Information or
16 Items: information (regardless of how it is generated, stored or maintained) or
17 tangible things that qualify for protection under Federal Rule of Civil Procedure
18 26(c), and as specified above in the Good Cause Statement and further described
19 below in section 6. “CONFIDENTIAL” information is any information, testimony,
20 answers, documents, or other discovery materials of a non-public technical,
21 competitive, marketing or financial nature that a Producing Party believes in good
22 faith should not be disclosed to the general public. “HIGHLY CONFIDENTIAL”
23 information is any information, testimony, answers, documents, or other discovery
24 materials of a confidential, proprietary and/or trade secret nature which is of a
25 particularly sensitive nature of the type that could be readily exploited for
26 commercial advantage including, without limitation, proprietary trade secrets or
27 competitively sensitive data. The designee of HIGHLY CONFIDENTIAL
28 information must have a reasonable belief that the person(s) or entity(ies) identified

1 in 7.2(b) should not see or have access to the HIGHLY CONFIDENTIAL discovery
2 materials.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

8 2.6 Disclosure or Discovery Material: all items or information, regardless
9 of the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced or
11 generated in disclosures or responses to discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as
14 an expert witness or as a consultant in this Action.

15 2.8 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 2.9 Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: attorneys who are not employees of a
21 party to this Action but are retained to represent or advise a party to this Action and
22 have appeared in this Action on behalf of that party or are affiliated with a law firm
23 which has appeared on behalf of that party, and includes support staff.

24 2.11 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 2.13 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 **3. SCOPE**

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

15 Any use of Protected Material at trial shall be governed by the orders of the
16 trial judge. This Order does not govern the use of Protected Material at trial.

17 **4. DURATION**

18 Once a case proceeds to trial, all of the information that was designated as
19 confidential or maintained pursuant to this protective order becomes public and will
20 be presumptively available to all members of the public, including the press, unless
21 compelling reasons supported by specific factual findings to proceed otherwise are
22 made to the trial judge in advance of the trial. See Kamakana v. City and County of
23 Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”
24 showing for sealing documents produced in discovery from “compelling reasons”
25 standard when merits-related documents are part of court record). Accordingly, the
26 terms of this protective order do not extend beyond the commencement of the trial.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. The Designating Party must designate for
6 protection only those parts of material, documents, items, or oral or written
7 communications that qualify so that other portions of the material, documents,
8 items, or communications for which protection is not warranted are not swept
9 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 the case development process or to impose
13 unnecessary expenses and burdens on other parties) may 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, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

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

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (*e.g.*, paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (hereinafter
28 "CONFIDENTIAL legend"), to each page that contains protected material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing
2 Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
3 markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection
5 need not designate them for protection until after the inspecting Party has indicated
6 which documents it would like copied and produced. During the inspection and
7 before the designation, all of the material made available for inspection shall be
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
9 documents it wants copied and produced, the Producing Party must determine which
10 documents, or portions thereof, qualify for protection under this Order. Then,
11 before producing the specified documents, the Producing Party must affix the
12 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
13 portion or portions of the material on a page qualifies for protection, the Producing
14 Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
15 markings in the margins).

16 (b) for testimony given in depositions that the Designating Party
17 identify the Disclosure or Discovery Material on the record, before the close of the
18 deposition all protected testimony, or within five calendar days of receipt of the
19 transcript.

20 (c) for information produced in some form other than documentary
21 and for any other tangible items, that the Producing Party affix in a prominent place
22 on the exterior of the container or containers in which the information is stored the
23 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or
24 portions of the information warrants protection, the Producing Party, to the extent
25 practicable, shall identify the protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
27 failure to designate qualified information or items does not, standing alone, waive
28 the Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable
2 efforts to assure that the material is treated in accordance with the provisions of this
3 Order.

4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court's
7 Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process under Local Rule 37.1 et seq.

10 6.3 The burden of persuasion in any such challenge proceeding shall be on
11 the Designating Party. Frivolous challenges, and those made for an improper
12 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other
13 parties) may expose the Challenging Party to sanctions. Unless the Designating
14 Party has waived or withdrawn the confidentiality designation, all parties shall
15 continue to afford the material in question the level of protection to which it is
16 entitled under the Producing Party's designation until the Court rules on the
17 challenge.

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

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

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

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

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

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

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

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and
16 Professional Vendors to whom disclosure is reasonably necessary for this Action
17 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
18 A);

19 (g) the author or recipient of a document containing the information
20 or a custodian or other person who otherwise possessed or knew the information;

21 (h) during their depositions, witnesses ,and attorneys for witnesses,
22 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
23 party requests that the witness sign the form attached as Exhibit 1 hereto; and
24 (2) they will not be permitted to keep any confidential information unless they sign
25 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
26 agreed by the Designating Party or ordered by the court. Pages of transcribed
27 deposition testimony or exhibits to depositions that reveal Protected Material may
28

1 be separately bound by the court reporter and may not be disclosed to anyone except
2 as permitted under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting
4 personnel, mutually agreed upon by any of the parties engaged in settlement
5 discussions.

6 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

7 Unless otherwise ordered by the court or permitted in writing by the Designating
8 Party, a Receiving Party may disclose any information or item designated
9 “HIGHLY CONFIDENTIAL” only to a person under 7.2(a) or (c)-(i) above.

10 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
11 **PRODUCED IN OTHER LITIGATION**

12 If a Party is served with a subpoena or a court order issued in other litigation
13 that compels disclosure of any information or items designated in this Action as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

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

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

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

23 If the Designating Party timely seeks a protective order, the Party served with
24 the subpoena or court order shall not produce any information designated in this
25 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a
26 determination by the court from which the subpoena or order issued, unless the
27 Party has obtained the Designating Party’s permission. The Designating Party shall
28 bear the burden and expense of seeking protection in that court of its confidential

1 material and nothing in these provisions should be construed as authorizing or
2 encouraging a Receiving Party in this Action to disobey a lawful directive from
3 another court.

4 9. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
5 **PRODUCED IN THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced
7 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
8 CONFIDENTIAL.” Such information produced by Non-Parties in connection with
9 this litigation is protected by the remedies and relief provided by this Order.

10 Nothing in these provisions should be construed as prohibiting a Non-Party from
11 seeking additional protections.

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

16 (1) promptly notify in writing the Requesting Party and the
17 Non-Party that some or all of the information requested is subject to a
18 confidentiality agreement with a Non-Party;

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

22 (3) make the information requested available for inspection by
23 the Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court
25 within 14 days of receiving the notice and accompanying information, the Receiving
26 Party may produce the Non-Party’s confidential information responsive to the
27 discovery request. If the Non-Party timely seeks a protective order, the Receiving
28 Party shall not produce any information in its possession or control that is subject to

1 the confidentiality agreement with the Non-Party before a determination by the
2 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
3 expense of seeking protection in this court of its Protected Material.

4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
14 **PROTECTED MATERIAL**

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

25 **12. MISCELLANEOUS**

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the Court in the future.
28

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
8 only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material at issue. If a Party's request to file Protected Material
10 under seal is denied by the court, then the Receiving Party may file the information
11 in the public record unless otherwise instructed by the court.

12 12.4 Privilege Log. The parties are not required to include on any privilege
13 log documents or things otherwise protected by the attorney-client privilege, work
14 product immunity, or other privilege or protection (“Privileged Materials”) dated on
15 or after October 14, 2015 (the “cut-off date”). In addition, Privileged Materials
16 created by or on behalf of litigation counsel or exchanged with litigation counsel,
17 regardless of their date, do not need to be included on any privilege log.

18 12.5 Communications Between Expert and People Employed by Expert.
19 The parties agree that communications between any Expert and people employed by
20 that Expert in connection with this Action will be treated as privileged and will not
21 be produced.

22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in paragraph 4, within 60
24 days of a written request by the Designating Party, each Receiving Party must return
25 all Protected Material to the Producing Party or destroy such material. As used in
26 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
27 summaries, and any other format reproducing or capturing any of the Protected
28 Material. Whether the Protected Material is returned or destroyed, the Receiving

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

13 14. Any violation of this Order may be punished by any and all appropriate
14 measures including, without limitation, contempt proceedings and/or monetary
15 sanctions.

16
17 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

18
19 DATED: February 1, 2016

BROWNE GEORGE ROSS LLP
Keith J. Wesley
Jonathan L. Gottfried

20
21 By /s/ Jonathan Gottfried
22 Jonathan L. Gottfried
23 Attorneys for EVOX Productions, LLC

24 DATED: February 1, 2016

DEL TONDO & THOMAS
Douglas J. Del Tondo

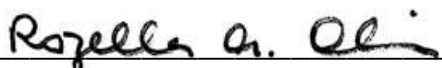
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26 By /s/ Douglas J. Del Tondo
27 Douglas J. Del Tondo
28 Attorneys for California Rent-A-Car, Inc.
and Steve Vahidi

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ORDER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: February 2, 2016



United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, [print or type full name], of

4 [print or type full address], declare under penalty of perjury

5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on [date] in the case of *EVOX Productions, LLC v. California Rent-A-Car, Inc. and*
8 *Steve Vahidi*, 2:15-cv-08046. I agree to comply with and to be bound by all the
9 terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any information
12 or item that is subject to this Stipulated Protective Order to any person or entity
13 except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint [print
18 or type full name] of [print or type
19 full address and telephone number] as my California agent for service of process in
20 connection with this action or any proceedings related to enforcement of this
21 Stipulated Protective Order.

22 Date:

23 City and State where sworn and signed:

24 Printed name:

25 Signature:
26
27
28