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ARH STUDIOS INC.

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
11 WESTERN DIVISION – LOS ANGELES

13 CONAN PROPERTIES  
INTERNATIONAL LLC, a Delaware  
14 limited liability company,

15 Plaintiff,

16 v.

17 ARH STUDIOS INC., an Idaho  
corporation,

18 Defendants.  
19

CASE NO. CV16-05284 CBM SK

**STIPULATION AND  
[PROPOSED] ORDER RE:  
PROTECTIVE ORDER**

**[Discovery Document: Referred to  
Magistrate Judge Steve Kim]**

20  
21 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, Plaintiff  
22 Conan Properties International LLC (“Plaintiff”), and Defendant ARH Studios Inc.  
23 (“Defendant”), through counsel undersigned, jointly submit this Stipulated  
24 Protective Order to govern the handling of information and materials produced in  
25 the course of discovery or filed with the Court in this action.

26 1. PURPOSES AND LIMITATIONS

27 Discovery in this action is likely to involve production of confidential,  
28 proprietary, or private information for which special protection from public

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

12 A. GOOD CAUSE STATEMENT

13 This action is likely to involve trade secrets, customer and pricing lists and  
14 other valuable research, development, commercial, financial, technical and/or  
15 proprietary information for which special protection from public disclosure and  
16 from use for any purpose other than prosecution of this action is warranted. Such  
17 confidential and proprietary materials and information consist of, among other  
18 things, confidential business or financial information, information regarding  
19 confidential business practices, or other confidential research, development, or  
20 commercial information (including information implicating privacy rights of third  
21 parties), information otherwise generally unavailable to the public, or which may be  
22 privileged or otherwise protected from disclosure under state or federal statutes,  
23 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
24 information, to facilitate the prompt resolution of disputes over confidentiality of  
25 discovery materials, to adequately protect information the parties are entitled to  
26 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
27 of such material in preparation for and in the conduct of trial, to address their  
28 handling at the end of the litigation, and serve the ends of justice, a protective order

1 for such information is justified in this matter. It is the intent of the parties that  
2 information will not be designated as confidential for tactical reasons and that  
3 nothing be so designated without a good faith belief that it has been maintained in a  
4 confidential, non-public manner, and there is good cause why it should not be part  
5 of the public record of this case.

6 2. DEFINITIONS

7 2.1 Action: this pending federal law suit.

8 2.2 Challenging Party: a Party or Non-Party that challenges the  
9 designation of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
11 how it is generated, stored or maintained) or tangible things that qualify for  
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
13 the Good Cause Statement.

14 2.4 “HIGHLY CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY”  
15 Information or Items: Information or tangible things that contain or disclose  
16 information that the Designating Party in good faith believes to be extremely  
17 commercially sensitive or would provide a competitive advantage to competitors or  
18 compromise or jeopardize the Designating Party’s business interests if disclosed.

19 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
20 their support staff).

21 2.6 Designating Party: a Party or Non-Party that designates information or  
22 items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or “ATTORNEYS’ EYES  
24 ONLY”.

25 2.7 Disclosure or Discovery Material: all items or information, regardless  
26 of the medium or manner in which it is generated, stored, or maintained (including,  
27 among other things, testimony, transcripts, and tangible things), that are produced  
28 or generated in disclosures or responses to discovery in this matter.

1           2.8 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4           2.9 House Counsel: attorneys who act as General Counsel to a party to  
5 this action. House Counsel does not include Outside Counsel of Record.

6           2.10 Non-Party: any natural person, partnership, corporation, association,  
7 or other legal entity not named as a Party to this action.

8           2.11 Outside Counsel of Record: attorneys who are not employees of a  
9 party to this Action but are retained to represent or advise a party to this Action and  
10 have appeared in this Action on behalf of that party or are affiliated with a law firm  
11 which has appeared on behalf of that party, and includes support staff.

12           2.12 Party: any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17           2.14 Professional Vendors: persons or entities that provide litigation  
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
20 and their employees and subcontractors.

21           2.15 Protected Material: any Disclosure or Discovery Material that is  
22 designated as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, and/or  
23 “ATTORNEYS’ EYES ONLY”.

24           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26       3. SCOPE

27           The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also: (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

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

#### 6 4. DURATION

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

#### 15 5. DESIGNATING PROTECTED MATERIAL

##### 16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic documents,  
11 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
12 the Producing Party affix at a minimum, the legend "CONFIDENTIAL",  
13 "HIGHLY CONFIDENTIAL", and/or "ATTORNEYS' EYES ONLY".  
14 (hereinafter "Designation Legend"), to each page that contains protected material.  
15 If only a portion or portions of the material on a page qualifies for protection, the  
16 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
17 appropriate markings in the margins).

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

1 appropriate markings in the margins);

2 (b) for testimony given in depositions that the Designating Party identify the  
3 Disclosure or Discovery Material on the record, before the close of the deposition  
4 all protected testimony; Failure of counsel to designate testimony or exhibits at a  
5 deposition, however, shall not waive the protected status of the testimony or  
6 exhibits. Counsel may designate specific testimony or exhibits as Protected  
7 Material within thirty (30) calendar days after receiving the transcript of the  
8 deposition. If counsel for the deponent or Party fails to designate the transcript or  
9 exhibits as Protected Material within the above-described thirty-day period, any  
10 Party shall be entitled to treat the transcript or exhibits as containing no Protected  
11 Material; and

12 (c) for information produced in some form other than documentary and for  
13 any 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 is stored the proper  
15 Designation Legend. If only a portion or portions of the information warrants  
16 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  
20 the Designating Party's right to secure protection under this Order for such  
21 material. Upon timely correction of a designation, the Receiving Party must make  
22 reasonable efforts to assure that the material is treated in accordance with the  
23 provisions of this 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 that is consistent with the Court's  
27 Scheduling Order.

28 6.2 Meet and Confer. The Challenging Party shall initiate the dispute

1 resolution process under Local Rule 37.1 et seq.

2           6.3 The burden of persuasion in any such challenge proceeding shall be on  
3 the Designating Party. Frivolous challenges, and those made for an improper  
4 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
5 parties) may expose the Challenging Party to sanctions. Unless the Designating  
6 Party has waived or withdrawn the confidentiality designation, all parties shall  
7 continue to afford the material in question the level of protection to which it is  
8 entitled under the Producing Party’s designation until the Court rules on the  
9 challenge.

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

11           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
12 disclosed or produced by another Party or by a Non-Party in connection with this  
13 Action only for prosecuting, defending, or attempting to settle this Action. Such  
14 Protected Material may be disclosed only to the categories of persons and under the  
15 conditions described in this Order. When the Action has been terminated, a  
16 Receiving Party must comply with the provisions of section 13 below (FINAL  
17 DISPOSITION).

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

21           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
22 otherwise ordered by the court or permitted in writing by the Designating Party, a  
23 Receiving Party may disclose any information or item designated  
24 “CONFIDENTIAL” only to:

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

28           (b) the officers, directors, and employees (including House Counsel) of



1 the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

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

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

12 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
13 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
14 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they  
15 will not be permitted to keep any confidential information, unless otherwise agreed  
16 by the Designating Party or ordered by the court. Pages of transcribed deposition  
17 testimony or exhibits to depositions that reveal Protected Material may be  
18 separately bound by the court reporter and may not be disclosed to anyone except  
19 as permitted under this Stipulated Protective Order; and

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

22 7.3 Disclosure of “HIGHLY CONFIDENTIAL” or “ATTORNEYS’ EYES  
23 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
24 writing by the Designating Party, a Receiving Party may disclose any information  
25 or item designated “HIGHLY CONFIDENTIAL” or “ATTORNEYS’ EYES  
26 ONLY” only to:

27 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
28 House Counsel, as well as employees of said Outside Counsel of Record and House

1 Counsel to whom it is reasonably necessary to disclose the information for this  
2 Action;

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

6 (c) the court and its personnel;

7 (d) court reporters and their staff;

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

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

14 (g) during their depositions, witnesses, and attorneys for witnesses,  
15 in the Action to whom disclosure is reasonably necessary provided: (1) the  
16 deposing party requests that the witness sign the form attached as Exhibit 1 hereto;  
17 and (2) they will not be permitted to keep any confidential information, unless  
18 otherwise agreed by the Designating Party or ordered by the court. Pages of  
19 transcribed deposition testimony or exhibits to depositions that reveal Protected  
20 Material may be separately bound by the court reporter and may not be disclosed to  
21 anyone except as permitted under this Stipulated Protective Order; and

22 (h) any mediator or settlement officer, and their supporting  
23 personnel, mutually agreed upon by any of the parties engaged in settlement  
24 discussions.

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

27 If a Party is served with a subpoena or a court order issued in other litigation  
28 that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL” and/or “ATTORNEYS’ EYES  
2 ONLY”, that Party must:

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

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

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

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

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

22 (a) The terms of this Order are applicable to information produced by a Non-  
23 Party in this Action and designated as “CONFIDENTIAL”, “HIGHLY  
24 CONFIDENTIAL”, and/or “ATTORNEYS’ EYES ONLY”. Such information  
25 produced by Non-Parties in connection with this litigation is protected by the  
26 remedies and relief provided by this Order. Nothing in these provisions should be  
27 construed as prohibiting a Non-Party from seeking additional protections.

28 (b) In the event that a Party is required, by a valid discovery request, to

1 produce a Non-Party's confidential information in its possession, and the Party is  
2 subject to an agreement with the Non-Party not to produce the Non-Party's  
3 confidential information, then the Party shall:

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

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

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

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

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the Court in the future.

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

22 12.3 Filing Protected Material. A Party that seeks to file under seal any  
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
24 may only be filed under seal pursuant to a court order authorizing the sealing of the  
25 specific Protected Material at issue. If a Party's request to file Protected Material  
26 under seal is denied by the court, then the Receiving Party may file the information  
27 in the public record unless otherwise instructed by the court.

28 ///

1 13. FINAL DISPOSITION

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

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

23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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Dated: September 18, 2017

EMANUEL LAW

By: /s/ Sacha Emanuel  
SACHA EMANUEL  
Attorneys for Plaintiff

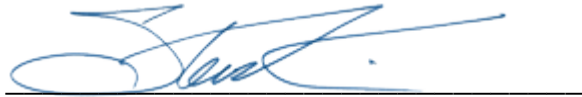
Dated: September 18, 2017

TINGLEY LAW GROUP

By: /s/ Clark A. Waldon  
KEVIN W. ISAACSON  
CLARK A. WALDON  
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: September 18, 2017



Honorable Steve Kim  
United States Magistrate Judge

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EXHIBIT A

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 in the case of Conan Properties International LLC v. ARH Studios, Inc.,  
Case No. 2:16-cv-05284 CBM SK. 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: \_\_\_\_\_