

1 MATERN LAW GROUP, PC
 2 MATTHEW J. MATERN (SBN 159798)
 3 mmatern@maternlawgroup.com
 4 LAUNA ADOLPH (SBN 227743)
 5 ladolph@maternlawgroup.com
 6 KAYVON SABOURIAN (SBN 310863)
 7 ksabourian@maternlawgroup.com
 8 1230 Rosecrans Avenue, Suite 200
 9 Manhattan Beach, CA 90266
 10 Tel: (310) 531-1900
 11 Facsimile: (310) 531-1901

12 Attorneys for Plaintiff Jamie Mojarro,
 13 individually and on behalf of all others
 14 similarly situated

15 MORGAN, LEWIS & BOCKIUS LLP
 16 Jason S. Mills, Bar No. 225126
 17 jason.mills@morganlewis.com
 18 300 South Grand Avenue, 22nd Floor
 19 Los Angeles, CA 90071-3132
 20 Tel: +1.213.612.2500; Fax: +1.213.612.2501

21 Attorneys for Defendants
 22 INTERSTATE MANAGEMENT
 23 COMPANY, LLC, and INTERSTATE
 24 HOTELS & RESORTS, INC.

25 Additional counsel listed on next page.

26 UNITED STATES DISTRICT COURT
 27 CENTRAL DISTRICT OF CALIFORNIA

28 JAMIE MOJARRO, individually
 and on behalf of all others similarly
 situated,

Case No. 2:17-cv-08464-PSG-JC

Plaintiff,

STIPULATED PROTECTIVE ORDER

vs.

INTERSTATE MANAGEMENT
 COMPANY, LLC, a Delaware
 limited liability company,
 INTERSTATE HOTELS &
 RESORTS, INC., a Delaware
 corporation; and DOES 1 through
 50, inclusive,

Complaint Filed: September 22, 2017

Defendants.

1 MORGAN, LEWIS & BOCKIUS LLP
2 Hien Nguyen, Bar No. 229794
3 hien.nguyen@morganlewis.com
4 Rebecca Licht Jensen (SBN 267752)
5 rebecca.jensen@morganlewis.com
6 2049 Century Park East, Suite 700
7 Los Angeles, CA 90067-3109
8 Tel: +1.310.907.1000; Fax: +1.310.907.1001

6 MORGAN, LEWIS & BOCKIUS LLP
7 Robin Lagorio, Bar No. 284885
8 robin.lagorio@morganlewis.com
9 One Market, Spear Street Tower
10 San Francisco, CA 94105-1596
11 Tel: +1.415.442.1000; Fax: +1.415.442.1001

10 Attorneys for Defendants
11 INTERSTATE MANAGEMENT
12 COMPANY, LLC, and INTERSTATE
13 HOTELS & RESORTS, INC.

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1 **STIPULATED PROTECTIVE ORDER**

2 Plaintiff Jamie Mojarro (“Plaintiff”) and Defendants Interstate Management
3 Company, LLC, and Interstate Hotels and Resorts, Inc. (“Defendants”)
4 (collectively, the “Parties”), through their respective counsel, hereby stipulate as
5 follows:

6 1. A. **PURPOSES AND LIMITATIONS**

7 As the parties have represented that discovery in this action is likely to
8 involve production of confidential, proprietary, or private information for which
9 special protection from public disclosure and from use for any purpose other than
10 prosecuting this litigation may be warranted, this Court enters the following
11 Protective Order. This Order does not confer blanket protections on all disclosures
12 or responses to discovery. The protection it affords from public disclosure and use
13 extends only to the limited information or items that are entitled to confidential
14 treatment under the applicable legal principles. Further, as set forth in Section 12.3,
15 below, this Protective Order does not entitle the parties to file confidential
16 information under seal. Rather, when the parties seek permission from the court to
17 file material under seal, the parties must comply with Civil Local Rule 79-5 and
18 with any pertinent orders of the assigned District Judge and Magistrate Judge.

19 B. **GOOD CAUSE STATEMENT**

20 In light of the nature of the claims and allegations in this case and the parties’
21 representations that discovery in this case will involve the production of confidential
22 records, and in order to expedite the flow of information, to facilitate the prompt
23 resolution of disputes over confidentiality of discovery materials, to adequately
24 protect information the parties are entitled to keep confidential, to ensure that the
25 parties are permitted reasonable necessary uses of such material in connection with
26 this action, to address their handling of such material at the end of the litigation, and
27 to serve the ends of justice, a protective order for such information is justified in this
28 matter. The parties shall not designate any information/documents as confidential

1 without a good faith belief that such information/documents have been maintained in
2 a confidential, non-public manner, and that there is good cause or a compelling
3 reason why it should not be part of the public record of this case.

4 2. DEFINITIONS

5 2.1 Action: the above-entitled proceeding: Mojarro v. Interstate
6 Management Company, LLC, et al., Case No. 2:17-cv-08464-PSG-JC in the Central
7 District of California.

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), including, but not limited to
13 the class list of putative class members (the “Class List”) and contact information,
14 such as address, telephone number(s), and e-mail addresses related to such Class
15 List and the time records and pay records related to such Class List.

16 2.4 Counsel (without qualifier): Outside Counsel of Record and House
17 Counsel (as well as their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: all items or information, regardless
22 of the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced
24 or generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as
27 an expert witness or as a consultant in this Action.

1 2.8 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.9 Non-Party: any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action and
8 have appeared in this Action on behalf of that party or are affiliated with a law firm
9 which has appeared on behalf of that party, and includes support staff.

10 2.11 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.13 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (3) any testimony, conversations, or
28 presentations by Parties or their Counsel that might reveal Protected Material, other

1 than during a court hearing or at trial. However, the protections conferred by this
2 Stipulation and Order do not cover the following information: (a) any information
3 that is in the public domain at the time of disclosure to a Receiving Party or
4 becomes part of the public domain after its disclosure to a Receiving Party as a
5 result of publication not involving a violation of this Order, including becoming
6 part of the public record through trial or otherwise; and (b) any information known
7 to the Receiving Party prior to the disclosure or obtained by the Receiving Party
8 after the disclosure from a source who obtained the information lawfully and under
9 no obligation of confidentiality to the Designating Party. Any use of Protected
10 Material during a court hearing or at trial shall be governed by the orders of the
11 presiding judge. This Order does not govern the use of Protected Material during a
12 court hearing or at trial.

13 4. DURATION

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

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or Non-Party that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that
26 qualifies under the appropriate standards. The Designating Party must designate for
27 protection only those parts of material, documents, items, or oral or written
28 communications that qualify so that other portions of the material, documents,

1 items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

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

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

11 5.2 Manner and Timing of Designations. Except as otherwise provided in
12 this Order (see e.g., second paragraph of section 5.2(a) below), or as otherwise
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
14 under this Order must be clearly so designated before the material is disclosed or
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions), that the Producing Party affix
19 at a minimum, the legend "CONFIDENTIAL" to each page that contains protected
20 material. If only a portion or portions of the material on a page qualifies for
21 protection, the Producing Party also must clearly identify the protected portion(s)
22 (e.g., by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and
26 before the designation, all of the material made available for inspection shall be
27 deemed "CONFIDENTIAL." After the inspecting Party has identified the
28 documents it wants copied and produced, the Producing Party must determine

1 which documents, or portions thereof, qualify for protection under this Order.
2 Then, before producing the specified documents, the Producing Party must affix the
3 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
4 portion or portions of the material on a page qualifies for protection, the Producing
5 Party also must clearly identify the protected portion(s) (e.g., by making
6 appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party
8 identifies on the record, before the close of the deposition as protected testimony.

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

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
16 failure to designate qualified information or items does not, standing alone, waive
17 the Designating Party’s right to secure protection under this Order for such
18 material. Upon timely correction of a designation, the Receiving Party must make
19 reasonable efforts to assure that the material is treated in accordance with the
20 provisions of this Order.

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the Court’s
24 Scheduling Order. Unless a prompt challenge to a Designating Party’s
25 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
26 unnecessary economic burdens, or a significant disruption or delay of the litigation,
27 a Party does not waive its right to challenge a confidentiality designation by
28

1 electing not to mount a challenge promptly after the original designation is
2 disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process under Local Rule 37.1 et seq.

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

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

23 7.2 Names and Contact Information of Putative Class Members. With
24 respect to the names and contact information of putative class members produced
25 subject to this Protective Order, and designated as "CONFIDENTIAL," the
26 following shall apply:
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1 (a) Plaintiff's counsel shall maintain the names and contact
2 information and related information, including but not limited to time records and
3 payroll records, of the putative class members as private and confidential.

4 (b) Plaintiff and Plaintiff's counsel and any agents of or anyone
5 acting on behalf of Plaintiff and/or Plaintiff's counsel agrees not to use the names
6 and contact information of the putative class members to solicit or cause another to
7 solicit any of the putative class members, including but not limited to soliciting a
8 putative class member to become a proposed class representative, representative or
9 named plaintiff in a separate and distinct lawsuit against any Defendant or
10 Defendants in this lawsuit.

11 (c) The contact information of the putative class members shall not
12 be disclosed to Plaintiff herself. Rather, only Plaintiff's counsel and those identified
13 in subsection (d) of this section may view this information.

14 (d) The names and contact information of the putative class
15 members shall not be disclosed by Plaintiff's counsel to any other person except the
16 following: (a) the legal, clerical, paralegal, or other staff of Plaintiff's counsel, who
17 will abide by the terms of this Protective Order; (b) persons retained by Plaintiff's
18 counsel to furnish expert, investigative, or consulting services or advice in this
19 action, who will abide by the terms of this Protective Order; (c) any person who
20 authored, received, saw or was otherwise familiar with the names and contact
21 information of the putative class members; (d) court reporters in this Proceeding
22 (whether at depositions, hearings, or any other proceedings); and (e) the Court and
23 its personnel. The Parties agree that this Paragraph, rather than Paragraph 7.3, shall
24 apply to the disclosure of the names and contact and related information of the
25 putative class members.

26 7.3 Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
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1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

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

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

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

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

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

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

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

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

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

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

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

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order shall not produce any information designated in this
21 action as “CONFIDENTIAL” before a determination by the court from which the
22 subpoena or order issued, unless the Party has obtained the Designating Party’s
23 permission. The Designating Party shall bear the burden and expense of seeking
24 protection in that court of its confidential material and nothing in these provisions
25 should be construed as authorizing or encouraging a Receiving Party in this Action
26 to disobey a lawful directive from another court.

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

3 (a) The terms of this Order are applicable to information produced
4 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
5 information produced by Non-Parties in connection with this litigation is protected
6 by the remedies and relief provided by this Order. Nothing in these provisions
7 should be construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

20 (c) If a Non-Party represented by counsel fails to commence the
21 process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving
22 the notice and accompanying information or fails contemporaneously to notify the
23 Receiving Party that it has done so, the Receiving Party may produce the Non-
24 Party’s confidential information responsive to the discovery request. If an
25 unrepresented Non-Party fails to seek a protective order from this court within 14
26 days of receiving the notice and accompanying information, the Receiving Party
27 may produce the Non-Party’s confidential information responsive to the discovery
28 request. If the Non-Party timely seeks a protective order, the Receiving Party shall

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

6 10. 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 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
10 writing the Designating Party of the unauthorized disclosures, (b) use its best
11 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
12 person or persons to whom unauthorized disclosures were made of all the terms of
13 this Order, and (d) request such person or persons to execute the “Acknowledgment
14 and Agreement to Be Bound” form that is attached hereto as Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

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

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

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

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
11 orders of the assigned District Judge and Magistrate Judge. If a Party's request to
12 file Protected Material under seal is denied by the court, then the Receiving Party
13 may file the information in the public record unless otherwise instructed by the
14 court.

15 13. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in Section 4, within 60
17 days of a written request by the Designating Party, each Receiving Party must
18 return all Protected Material to the Producing Party or destroy such material. As
19 used in this subdivision, "all Protected Material" includes all copies, abstracts,
20 compilations, summaries, and any other format reproducing or capturing any of the
21 Protected Material. Whether the Protected Material is returned or destroyed, the
22 Receiving Party must submit a written certification to the Producing Party (and, if
23 not the same person or entity, to the Designating Party) by the 60 day deadline that
24 (1) identifies (by category, where appropriate) all the Protected Material that was
25 returned or destroyed and (2) affirms that the Receiving Party has not retained any
26 copies, abstracts, compilations, summaries or any other format reproducing or
27 capturing any of the Protected Material. Notwithstanding this provision, Counsel
28 are entitled to retain an archival copy of all pleadings, motion papers, trial,


1 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
2 and trial exhibits, expert reports, attorney work product, and consultant and expert
3 work product, even if such materials contain Protected Material. Any such archival
4 copies that contain or constitute Protected Material remain subject to this Protective
5 Order as set forth in Section 4.

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

9
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 Dated: August 16, 2018

MATERN LAW GROUP, PC

12
13 By 

14 Matthew J. Matern
15 Launa Adolph
16 Kayvon Sabourian
17 Attorneys for Plaintiff JAMIE
18 MOJARRO
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Dated: August 16, 2018

MORGAN, LEWIS & BOCKIUS LLP

By 

Jason S. Mills
Hien Nguyen
Attorneys for Defendants
INTERSTATE MANAGEMENT
COMPANY, LLC and
INTERSTATE HOTELS &
RESORTS, INC.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: August 20, 2018

/s/
Honorable Jacqueline Chooljian
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name],
4 of _____
5 [print or type full address], declare under penalty of perjury that I have read in its
6 entirety and understand the Stipulated Protective Order that was issued by the
7 United States District Court for the Central District of California on August 20, 2018
8 in the case of Mojarro v. Interstate Management Company, LLC, et al., Case No.
9 2:17-cv-08464-PSG-JC. I agree to comply with and to be bound by all the terms of
10 this Stipulated Protective Order and I understand and acknowledge that failure to so
11 comply could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item
13 that is subject to this Stipulated Protective Order to any person or entity except in
14 strict compliance with the provisions of this Order.

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

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27 Signature: _____

28