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7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10  
11 NOVANTA CORPORATION, a  
Michigan Corporation,

12 Plaintiff,

13 v.

14 JADUNANDAN THAMOTHARAN, an  
15 individual; RADIANT VISION  
SYSTEMS, LLC, a Delaware limited  
16 liability company; and DOES 1 through  
50.

17 Defendants.  
18

Case No. 2:18-cv-02036-DMG-PLA

**STIPULATED PROTECTIVE  
ORDER**

19  
20 **1. A. PURPOSES AND LIMITATIONS**

21 Discovery in this action is likely to involve production of confidential,  
22 proprietary, or private information for which special protection from public disclosure  
23 and from use for any purpose other than prosecuting this litigation may be warranted.  
24 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
25 following Stipulated Protective Order. The parties acknowledge that this Order does  
26 not confer blanket protections on all disclosures or responses to discovery and that the  
27 protection it affords from public disclosure and use extends only to the limited  
28 information or items that are entitled to confidential treatment under the applicable

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

6 **B. GOOD CAUSE STATEMENT**

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

1    **2. DEFINITIONS**

2           2.1    Action: *Novanta Corporation v. Jadunandan Thamocharan, et al.*, Case  
3    No. 2:18-cv-02036-DMG-PLA, currently pending before the U.S. District Court,  
4    Central District of California (Los Angeles).

5           2.2    Challenging Party: A Party or Non-Party that challenges the designation  
6    of information or items under this Order.

7           2.3    “CONFIDENTIAL” Information or Items: Information (regardless of how  
8    it is generated, stored or maintained) or tangible things that qualify for protection  
9    under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
10   Statement.

11          2.4    “ATTORNEYS’ EYES ONLY” Information or Items: CONFIDENTIAL  
12   information which belongs to a Designating Party who believes in good faith that the  
13   disclosure of such information to another Party or non-Party would create a substantial  
14   risk to a party’s right of non-disclosure of proprietary trade secret information within  
15   the meaning of the California Uniform Trade Secrets Act, Economic Espionage Act, or  
16   of any private, proprietary or privileged information, as recognized by applicable law.  
17   This may also include materials that the Designating Party has a good faith belief  
18   contains sensitive financial or proprietary information belonging to third parties,  
19   including, but not limited to, suppliers, distributors, and/or customers, and information  
20   belonging to any individual which is of a purely personal nature unrelated to the claims  
21   made in the Action.

22          2.5    Counsel: Outside Counsel of Record and House Counsel (as well as their  
23   support staff).

24          2.6    Designating Party: A Party or Non-Party that designates information or  
25   items that it produces in disclosures or in responses to discovery as  
26   “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

27          2.7    Disclosure or Discovery Material: All items or information, regardless of  
28   the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

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

6 2.9 House Counsel: Attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9 2.10 Non-Party: Any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this Action.

11 2.11 Outside Counsel of Record: Attorneys who are not employees of a Party  
12 to this Action but are retained to represent or advise a Party to this Action and have  
13 appeared in this Action on behalf of that Party or are affiliated with a law firm that has  
14 appeared on behalf of that Party, including support staff.

15 2.12 Party: Any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.13 Producing Party: A Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

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

24 2.15 Protected Material: Any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

26 2.16 Receiving Party: A Party that receives Disclosure or Discovery Material  
27 from a Producing Party.  
28

1   **3.    SCOPE**

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

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

9   **4.    DURATION**

10          Once a case proceeds to trial, all of the court-filed information to be introduced  
11 that was previously designated as confidential or maintained pursuant to this protective  
12 order becomes public and will be presumptively available to all members of the public,  
13 including the press, unless compelling reasons supported by specific factual findings to  
14 proceed otherwise are made to the trial judge in advance of the trial or at the time of  
15 trial/examination of a witness. *See Kamakana v. City and County of Honolulu*, 447  
16 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing  
17 documents produced in discovery from “compelling reasons” standard when merits-  
18 related documents are part of court record).

19   **5.    DESIGNATING PROTECTED MATERIAL**

20          5.1   Exercise of Restraint and Care in Designating Material for Protection.

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

28

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

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

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
11 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
12 Order must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

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

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

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

6 (b) for testimony given in depositions, and any corresponding exhibits, that  
7 the Designating Party identify materials constituting or containing CONFIDENTIAL  
8 or ATTORNEYS’ EYES ONLY information by: (i) making a statement on the record  
9 at the time of or immediately following the testimony that such testimony constitutes  
10 or contains CONFIDENTIAL or ATTORNEYS’ EYES ONLY information; or (ii) by  
11 written notice, sent to all Parties within forty-five (45) days after receiving a copy of  
12 the transcript thereof, that such testimony (designated by page and line) constitutes or  
13 contains CONFIDENTIAL or ATTORNEYS’ EYES ONLY information. If  
14 designated on the record, the transcript of the testimony shall be treated as if it were  
15 designated CONFIDENTIAL or ATTORNEYS’ EYES ONLY in its entirety for a  
16 period of forty-five (45) days after receiving a copy of the transcript, during which  
17 time counsel for the Designating Party must confirm by written notice, sent by counsel  
18 to all Parties, the specific portions of such testimony (designated by page and line) that  
19 constitute or contain CONFIDENTIAL or ATTORNEYS’ EYES ONLY information.  
20 Thereafter, any portions of the transcript not specifically designated as  
21 CONFIDENTIAL or ATTORNEYS’ EYES ONLY may be disclosed.

22 (c) for information produced in some form other than documentary and for  
23 any other tangible items, including electronic material, that the Producing Party affix  
24 in a prominent place on the exterior of the container or containers in which the  
25 information is stored or the exterior of the electronic medium (e.g., disk or hard drive)  
26 the legend “CONFIDENTIAL” or “CONFIDENTIAL – FOR ATTORNEYS’ EYES  
27 ONLY.” To the extent that a Party is not able to so label a container or other  
28 electronic medium, then the party may communicate the requested designation by

1 writing a letter to appropriately describe the materials and the designation requested by  
2 the Party. Should the Receiving Party print a document or other material designated  
3 under this paragraph, it is the obligation of the Receiving Party to mark the printed  
4 document or material with the appropriate designation (CONFIDENTIAL or  
5 CONFIDENTIAL – FOR ATTORNEYS’ EYES ONLY). If only a portion or portions  
6 of the information warrants protection, the Producing Party, to the extent practicable,  
7 shall identify the protected portion(s).

8       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive the  
10 Designating Party’s right to secure protection under this Order for such material.  
11 Upon timely correction of a designation, the Receiving Party must make reasonable  
12 efforts to assure that the material is treated in accordance with the provisions of this  
13 Order.

## 14 **6. CHALLENGING DESIGNATIONS**

15       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
17 Order.

18       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process under Local Rule 37.1, et seq. Any discovery motion must strictly  
20 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

21       6.3 Burden. The burden of persuasion in any such challenge proceeding shall  
22 be on the Designating Party. Frivolous challenges, and those made for an improper  
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)  
24 may expose the Challenging Party to sanctions. Unless the Designating Party has  
25 waived or withdrawn the confidentiality designation, all parties shall continue to afford  
26 the material in question the level of protection to which it is entitled under the  
27 Producing Party’s designation until the Court rules on the challenge.  
28



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

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a Receiving  
7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
12 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
13 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
14 only to:

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

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

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

23 (d) the Court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and Professional  
26 Vendors to whom disclosure is reasonably necessary for this Action and who have  
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
28

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

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
5 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
6 not be permitted to keep any confidential information unless they sign the  
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
8 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
9 testimony or exhibits to depositions that reveal Protected Material may be separately  
10 bound by the court reporter and may not be disclosed to anyone except as permitted  
11 under this Stipulated Protective Order; and

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

14 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.

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

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

21 (b) to House Counsel of the Receiving Party to whom disclosure is  
22 reasonably necessary for this Action;

23 (c) the Court and its personnel;

24 (d) court reporters and their staff;

25 (e) professional jury or trial consultants, mock jurors, and Professional  
26 Vendors to whom disclosure is reasonably necessary for this Action and who have  
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
28

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

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

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
6 **IN OTHER LITIGATION**

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

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

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

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

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

26  
27  
28

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 by a Non-  
4 Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES  
5 ONLY.” Such information produced by Non-Parties in connection with this litigation  
6 is protected by the remedies and relief provided by this Order. Nothing in these  
7 provisions should be construed as prohibiting a Non-Party from seeking additional  
8 protections.

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

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

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

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

21 (c) If the Non-Party fails to seek a protective order from this Court within 14  
22 days of receiving the notice and accompanying information, the Receiving Party may  
23 produce the Non-Party’s confidential information responsive to the discovery request.  
24 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
25 any information in its possession or control that is subject to the confidentiality  
26 agreement with the Non-Party before a determination by the Court. Absent a court  
27 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
28 protection in this Court of its Protected Material.

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

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

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
11 **PROTECTED MATERIAL**

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

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order, no Party waives any right it otherwise would have to object to  
27 disclosing or producing any information or item on any ground not addressed in this  
28

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
5 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
6 Protected Material at issue; good cause must be shown in the request to file under seal.  
7 If a Party's request to file Protected Material under seal is denied by the Court, then the  
8 Receiving Party may file the information in the public record unless otherwise  
9 instructed by the Court.

10 **13. FINAL DISPOSITION**

11 After the final disposition of this Action, within 60 days of a written request by  
12 the Designating Party, each Receiving Party must return all Protected Material to the  
13 Producing Party or destroy such material. As used in this subdivision, "all Protected  
14 Material" includes all copies, abstracts, compilations, summaries, and any other format  
15 reproducing or capturing any of the Protected Material. Whether the Protected  
16 Material is returned or destroyed, the Receiving Party must submit a written  
17 certification to the Producing Party (and, if not the same person or entity, to the  
18 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
19 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
20 that the Receiving Party has not retained any copies, abstracts, compilations,  
21 summaries or any other format reproducing or capturing any of the Protected Material.  
22 Notwithstanding this provision, counsel are entitled to retain an archival copy of all  
23 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
24 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
25 and consultant and expert work product, even if such materials contain Protected  
26 Material. Any such archival copies that contain or constitute Protected Material  
27 remain subject to this Protective Order as set forth in Section 4 (DURATION).  
28

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

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

5  
6 Dated: May 17, 2018

By: /s/ Steven M. Zadavec  
7 STEVEN M. ZADRAVECZ  
LUKE W. HOLLADAY  
8 Attorneys for Plaintiff  
NOVANTA CORPORATION

9  
10 Dated: May 17, 2018

By: /s/ Christopher R. Reeder  
11 CHRISTOPHER S. REEDER  
ELAN BLOCH  
12 Attorneys for Defendant  
JADUNANDAN THAMOTHARAN

13  
14 Dated: May 18, 2018

By: /s/ Carolyn E. Sieve  
15 CAROLYN E. SIEVE  
Attorneys for Defendant  
16 RADIANT VISION SYSTEMS, LLC

17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18  
19 DATED: May 23, 2018

20 

21 \_\_\_\_\_  
Paul L. Abrams  
22 United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], 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 United  
7 States District Court for the Central District of California on \_\_\_\_\_ [date] in the case  
8 of *Novanta Corporation v. Jadunandan Thamocharan, et al.*, Case No. 2:18-cv-02036-  
9 DMG-PLA. I agree to comply with and to be bound by all the terms of this Stipulated  
10 Protective Order and I understand and acknowledge that failure to so comply could  
11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
12 that I will not disclose in any manner any information or item that is subject to this  
13 Stipulated Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for  
16 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 \_\_\_\_\_ [print or  
19 type full name] of \_\_\_\_\_ [print or type full address  
20 and telephone number] as my California agent for service of process in connection  
21 with this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

23 Date: \_\_\_\_\_

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

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_