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21 **UNITED STATES DISTRICT COURT**  
 22 **CENTRAL DISTRICT OF CALIFORNIA**

23 ONE HORN TRANSPORTATION,  
 24 INC.  
 25  
 26 Plaintiff,  
 27  
 28 v.  
 29 BROWN UNITED, INC.  
 30  
 31 Defendant.

Case No.2:19-cv-03149-VAP(MRWx)

STIPULATED PROTECTIVE ORDER

(MRW VERSION 4/19)

Check if submitted without material modifications to MRW form

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1     1. INTRODUCTION

2             1.1 PURPOSES AND LIMITATIONS

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

16             1.2 GOOD CAUSE STATEMENT

17             Judgment Creditor, One Horn Transportation (hereinafter referred to as  
18 “Judgment Creditor”) contends that its judgment enforcement activities are likely to  
19 involve requests for the production of certain documents from Judgment Debtor,  
20 Brown United, Inc. (hereinafter referred to as the “Judgment Debtor”) and from the  
21 Judgment Debtor’s certified public accountant, Charles Kiu (hereinafter referred to  
22 as “Kiu”) that include, but are not limited to development, commercial, financial,  
23 technical and/or proprietary information for which special protection from public  
24 disclosure and from use for any purpose other than judgment enforcement is  
25 warranted. Such confidential and proprietary materials and information consist of,  
26 among other things, confidential business or financial information, information  
27 regarding confidential business practices, or other confidential research,  
28 development, or commercial information (including information implicating privacy

1 rights of third-parties), information otherwise generally unavailable to the public, or  
2 which may be privileged or otherwise protected from disclosure under state or  
3 federal statutes, court rules, case decisions, or common law. Accordingly, to  
4 expedite the flow of information, to facilitate the prompt resolution of disputes over  
5 confidentiality of requested materials, to adequately protect information the parties  
6 are entitled to keep confidential, to ensure that the parties are permitted reasonably  
7 necessary uses of such material to effectuate collection of the underlying judgment,  
8 and serve the needs of justice, a protective order for such information is justified in  
9 this matter. It is the intent of the parties that information will not be designated as  
10 confidential for tactical reasons and that nothing be so designated without a good  
11 faith belief that it has been maintained in a confidential, non-public manner, and  
12 there is good cause why it should not be part of the public record of this case.

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14  
15 **2. DEFINITIONS**

16 2.1 Action: *One Horn Transportation v. Brown United, Inc.*, United States  
17 District Court for the Central District of California, Case No.: 2:19-cv-03149-  
18 VAP(MRWx)

19 2.2 Challenging Party: a Party or Non-Party that challenges the  
20 designation of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for  
23 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
24 the Good Cause Statement.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
26 their support staff).

1           2.5 Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           2.6 Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced or  
7 generated in disclosures or responses to discovery in this matter.

8           2.7 Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
10 an expert witness or as a consultant in this Action.

11           2.8 House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14           2.9 Non-Party: any natural person, partnership, corporation, association, or  
15 other legal entity not named as a Party to this action.

16           2.10 Outside Counsel of Record: attorneys who are not employees of a  
17 party to this Action but are retained to represent or advise a party to this Action and  
18 have appeared in this Action on behalf of that party or are affiliated with a law firm  
19 which has appeared on behalf of that party, and includes support staff.

20           2.11 Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25           2.13 Professional Vendors: persons or entities that provide litigation  
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.14 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL.”

3           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
4 Material from a Producing Party.

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6       3.    SCOPE

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

12  
13       4.    DURATION

14           Until the Judgment has been deemed satisfied in full by the Parties and this  
15 Court or until the final disposition of this Action and all appeals (if applicable),  
16 information that was designated as CONFIDENTIAL or maintained pursuant to this  
17 Protective Order shall be maintained in a confidential matter and not publicly  
18 discussed or disclosed unless agreed to by the Parties or the Court pursuant to the  
19 terms herein. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-  
20 81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents  
21 produced in discovery from “compelling reasons” standard when merits-related  
22 documents are part of court record). Accordingly, the terms of this protective order  
23 do not extend beyond the full satisfaction of the Judgment.

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25       5.    DESIGNATING PROTECTED MATERIAL

26           5.1 Exercise of Restraint and Care in Designating Material for Protection.  
27 Each Party or Non-Party that designates information or items for protection under  
28 this Order must take care to limit any such designation to specific material that

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

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

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

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

19 Designation in conformity with this Order requires:

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

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

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

11 (b) for testimony given in depositions that the Designating Party identify the  
12 Disclosure or Discovery Material on the record, before the close of the deposition all  
13 protected testimony.

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

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

1     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2             6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5             6.2     Meet and Confer. The Challenging Party will initiate the dispute  
6 resolution process, however, following the first dispute raised by the Challenging  
7 Party, it is the Designating party's responsibility to initiate a challenge proceeding if  
8 the meet and confer process is unsuccessful (and, if necessary, file a discovery  
9 motion) under Local Rule 37.1 et seq. For any subsequent dispute, it will be the  
10 Challenging Party's responsibility to initiate a challenge proceeding if the meet and  
11 confer process is unsuccessful (and, if necessary, file a discovery motion). The  
12 burden of the initiating a challenging proceeding (and if necessary file a discovery  
13 motion) will go back and forth between the Designating and Challenging party  
14 switching for each challenge.

15             6.3     The burden of persuasion in any such challenge proceeding will be on  
16 the Designating Party. Frivolous challenges, and those made for an improper  
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
18 parties) may expose the Challenging Party to sanctions. Unless the Designating  
19 Party has waived or withdrawn the confidentiality designation, all parties will  
20 continue to afford the material in question the level of protection to which it is  
21 entitled under the Producing Party's designation until the Court rules on the  
22 challenge. If it is the Designating party's burden to initiate a challenging proceeding,  
23 but he does not initiate a challenge proceeding within 30 days of the unsuccessful  
24 meet and confer, the status of confidentiality will no longer apply to the information  
25 at issue.

26             However, if it is the Challenging party's burden to initiate a challenging  
27 proceeding but he does not, the initiate a challenging proceeding within 30 days of  
28



1 the unsuccessful meet and confer, the status of the confidentiality remains on the  
2 information at issue.

3  
4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material (and  
6 the information contained within) that is disclosed or produced by another Party or  
7 by a Non-Party in connection with this Action only for attempting to collect on the  
8 Judgment issued in this Action. Such Protected Material may be disclosed only to  
9 the categories of persons and under the conditions described in this Order. When the  
10 Judgment has been satisfied or the Action, and its appeals (if applicable), have  
11 reached final disposition, a Receiving Party must comply with the provisions of  
12 section 13 below (FINAL DISPOSITION).

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

16 In the event that the Receiving party initiates a separate action against the  
17 Designating party, or any other third party, the Protected material will be treated in  
18 the same manner as it was treated in this enforcement action.

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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  
26 well as employees of said Outside Counsel of Record to whom it is reasonably  
27 necessary to disclose the information for this Action;

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

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

6 (d) the Court and its personnel;

7 (e) court reporters and their staff;

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

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

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

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

24 (j) the United States Marshal’s office with the United States District Court  
25 for the District of California, and their staff in connection with the execution of a  
26 judgment collection effort and/or collection. Any person in this subcategory is  
27 expressly exempt from signing the “Acknowledgment and Agreement to Be Bound”  
28 (Exhibit A); and

1 (k) any process server company, and their staff, who have been employed  
2 for the purposes of serving any writ, levy, garnishment, etc. or providing documents  
3 to the U.S. Marshal's office for purposes of judgment collection. Any person in this  
4 subcategory is expressly exempt from signing the "Acknowledgment and  
5 Agreement to Be Bound" (Exhibit A).

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7  
8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
9 IN OTHER LITIGATION

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

13 (a) promptly notify in writing the Designating Party. Such notification  
14 will include a copy of the subpoena or court order;

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

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

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

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

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

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  
15 agreement 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  
22 14 days of receiving the notice and accompanying information, the Receiving Party  
23 may produce the Non-Party's confidential information responsive to the discovery  
24 request. If the Non-Party timely seeks a protective order, the Receiving Party will  
25 not produce any information in its possession or control that is subject to the  
26 confidentiality agreement with the Non-Party before a determination by the court.  
27 Absent a court order to the contrary, the Non-Party will bear the burden and expense  
28 of seeking 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  
5     writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
6     to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
7     persons to whom unauthorized disclosures were made of all the terms of this Order,  
8     and (d) request such person or persons to execute the “Acknowledgment and  
9     Agreement to Be Bound” that is attached hereto as Exhibit A.

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

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

23  
24    12.    MISCELLANEOUS

25           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26     person to seek its modification by the Court in the future.

27           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
28     Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

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

10  
11 13. FINAL DISPOSITION

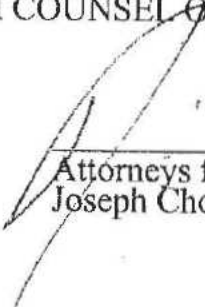
12 After the final disposition of this Action, as defined in paragraph 4, within 60  
13 days of a written request by the Designating Party, each Receiving Party must return  
14 all Protected Material to the Producing Party or destroy such material. As used in  
15 this subdivision, "all Protected Material"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

1 Section 4 (DURATION). Additionally, any Protected Material or the unredacted  
2 portion of the Protected Material, filed in a motion or otherwise placed in the public  
3 domain in accordance with this Protective Order, loses its designation as Protected  
4 Material and is no longer subject to the protections of this Protective Order. Those  
5 portion(s) of the Protected Material redacted, but part of the filed and/or publicly  
6 disclosed document, will maintain its Confidential status.  
7

8 14. Any willful violation of this Order may be punished by civil or criminal  
9 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
10 authorities, or other appropriate action at the discretion of the Court.  
11

12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13  
14 DATED: 8/24/2019

  
\_\_\_\_\_  
Attorneys for Judgment Creditor,  
Joseph Chora

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17 DATED: \_\_\_\_\_

\_\_\_\_\_  
Attorneys for Judgment Debtor,  
Rachel M. Sposato

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21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22  
23  
24 DATED: August 23, 2019

  
\_\_\_\_\_  
HON. MICHAEL R. WILNER  
United States Magistrate Judge

1 Section 4 (DURATION). Additionally, any Protected Material or the unredacted  
2 portion of the Protected Material, filed in a motion or otherwise placed in the public  
3 domain in accordance with this Protective Order, loses its designation as Protected  
4 Material and is no longer subject to the protections of this Protective Order. Those  
5 portion(s) of the Protected Material redacted, but part of the filed and/or publicly  
6 disclosed document, will maintain its Confidential status.

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8 14. Any willful violation of this Order may be punished by civil or criminal  
9 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
10 authorities, or other appropriate action at the discretion of the Court.

11  
12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13  
14 DATED: \_\_\_\_\_

\_\_\_\_\_  
Attorneys for Judgment Creditor,  
Joseph Chora

15  
16  
17 DATED: 8-21-19

  
\_\_\_\_\_  
Attorneys for Judgment Debtor,  
Rachel M. Sposato

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21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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23  
24 DATED: August 23, 2019

  
\_\_\_\_\_  
HON. MICHAEL R. WILNER  
United States Magistrate Judge



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EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[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 on [date] in the case of  
\_\_\_\_\_ [insert case name and number]. 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 \_\_\_\_\_ [full  
name] of \_\_\_\_\_ [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 signed: \_\_\_\_\_

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

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

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## Certificate of Service

I am employed in Torrance, California. I am over the age of 18 and not a party to this action; my business address is 21257 Hawthorne Blvd., Second Floor, Torrance, CA 90503.

I hereby certify that on August 21, 2019, I served **STIPULATED PROTECTIVE ORDER** on the following parties or counsel of record:

**SEE ATTACHED SERVICE LIST**

X To Be Served By the Court Via Notice of Electronic Filing (NEF/ECF): Pursuant to controlling General Orders and LBR, the foregoing document was served by the court via NEF and hyperlink to the document.

\_\_\_ By Placing the \_\_\_ original \_\_\_ an accurate copy in sealed envelope(s) to the notification address(es) of record and sending by:

\_\_\_ U.S. Mail: I arranged for the envelope(s) to be delivered by first-class mail. I am readily familiar with the firm's practice of collection and processing of First Class Mail. It is deposited with the Postal Service on the same day with postage thereon fully prepaid at Torrance, California in the ordinary course of business and deposited in a mailbox or other like facility regularly maintained by the United States Postal Service.

\_\_\_ Overnight Delivery: I arranged for the envelope(s) to be delivered by overnight delivery by close of business of the next business day. I am readily familiar with the firm's practice of collection and processing parcels for overnight carrier. They are deposited with the overnight carrier or at a location authorized to receive parcels on behalf of the overnight carrier on the same day, fully prepaid at Torrance, California in the ordinary course of business.

I declare under penalty of perjury and the laws of the State of California that the above is true and correct.

Executed on this 21st day of August 2019, in Torrance, California

  
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MAYRA DURAN

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**Service List**  
**One Horn Transportation, Inc. v. Brown-United, Inc.**  
**2:19-cv-03149-VAP-MRW**

To Be Served By the Court Via Notice of Electronic Filing (NEF/ECF):

- **Joseph Chora**  
joseph@chorayoungllp.com
- **Rachel M Sposato**  
rsposato@jhindsllaw.com, mduran@jhindsllaw.com