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**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

NADER & SONS, LLC, and SISCO  
ENTERPRISES, LLC,

Plaintiffs,

vs.

HOMAYOUN NAMVAR a/k/a  
TONY NAMVAR, an individual;  
KATAYOUN NAMVAR, a/k/a  
KATHY NAMVAR, an individual;  
HOOSHANG NAMVAR, a/k/a  
HOUSHANG NAMVAR, a/k/a  
SEAN NAMVAR, an individual;  
MOUSA NAMVAR, an individual;  
RAMIN NAMVAR, an individual;  
PENTACO MANAGEMENT, INC.,  
a California corporation; LIGHT  
SOURCE MANAGEMENT, LLC, a  
Delaware limited liability company;  
ARNY EQUITY PARTNERS, LLC,  
a Delaware limited liability  
company; FOUNTAIN EQUITY  
ADVISORS, LLC, a Delaware  
limited liability company; HINO 8,  
LLC, a California limited liability  
company, a/k/a HINO-8, LLC;  
EQUIMAX MORTGAGE & LOAN,  
a California corporation; YARN  
EQUITY PARTNERS, LLC, a  
Delaware limited liability company;  
14 OAKS ASSOCIATES, LLC, a  
California limited liability company;  
GREEN TREE INVESTMENT  
PARTNERS, LLC, a Delaware

CASE NO. 2:20-cv-03141-SVW-JEM

**ORDER ENTERING STIPULATED  
PROTECTIVE ORDER**

HILL, FARRER & BURRILL LLP  
A LIMITED LIABILITY PARTNERSHIP  
ATTORNEYS AT LAW  
ONE CALIFORNIA PLAZA, 37TH FLOOR  
300 SOUTH GRAND AVENUE  
LOS ANGELES, CALIFORNIA 90071-3147

1 limited liability company; WHITE  
2 WATER FUNDING, LLC, a  
3 Delaware limited liability company;  
4 EASTBORNE INVESTMENT,  
5 LLC, a Delaware limited liability  
6 company; TRIFISH, LLC, a  
7 California limited liability company;  
8 WOODMAN PARTNERS, LLC, a  
9 California limited liability company;  
10 TITANIUM FABRICS, LLC, a  
11 Delaware limited liability company;  
12 LINE APPAREL, LLC, a Delaware  
13 limited liability company;  
14 PACESETTER FABRICS, LLC, a  
15 California limited liability company;  
16 MASTER'S HOLDINGS, LLC, a  
17 Delaware limited liability company;  
18 FRIENDSHIP, LLC, a California  
19 limited liability company; EILEL  
20 NAMVAR, an individual;  
21 GUILBERT TEX, INC., a California  
22 corporation; ROBERT  
23 MOBASSERI, Trustee of the Rahm  
24 Irrevocable Trust a/k/a the Raham  
25 Irrevocable Trust and formerly  
26 known as the 2009 Tony and Kathy  
27 Children's Irrevocable Trust;  
28 HOMAYOUN "TONY" NAMVAR,  
Trustee of the Tony and Kathy  
Namvar Trust a/k/a the Tony and  
Kathy Family Trust; DOES 2 to 10,  
as current and/or former trustees of  
the RAHM IRREVOCABLE  
TRUST, a/k/a the RAHAM  
IRREVOCABLE TRUST and  
formerly known as the 2009 TONY  
AND KATHY CHILDREN'S  
IRREVOCABLE TRUST; DOES 12  
to 20, as current and/or former  
trustees of the TONY AND KATHY  
NAMVAR TRUST, a/k/a the TONY  
AND KATHY FAMILY TRUST;  
and DOES 21 to 100, inclusive,

Defendants.

HILL, FARRER & BURRILL LLP  
A LIMITED LIABILITY PARTNERSHIP  
ATTORNEYS AT LAW  
ONE CALIFORNIA PLAZA, 37TH FLOOR  
300 SOUTH GRAND AVENUE  
LOS ANGELES, CALIFORNIA 90071-3147

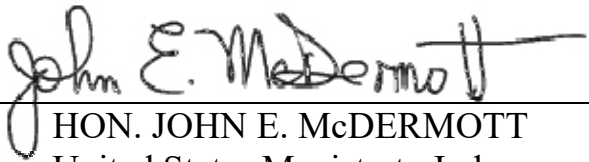
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**ORDER**

Having considered the Stipulated Protective Order (“Protective Order”) submitted by the parties, and finding good cause for entry of the Protective Order, the Court orders as follows:

The Protective Order submitted by the parties on April 27, 2021 is hereby filed and entered as of the date below. The full text of the Protective Order is reproduced in Attachment 1 below.

DATED: 4/28/21

  
HON. JOHN E. McDERMOTT  
United States Magistrate Judge

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**ATTACHMENT 1**

**STIPULATED PROTECTIVE ORDER**

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

**2. GOOD CAUSE STATEMENT**

This action is likely to involve commercial, financial and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, other commercial information (including information implicating privacy rights of third parties), personal financial information of individuals, and information otherwise generally unavailable to the public or which may be privileged or otherwise protected from disclosure under state or federal

1 statutes, court rules, case decisions, or common law. Accordingly, to expedite the  
2 flow of information, to facilitate the prompt resolution of disputes over  
3 confidentiality of discovery materials, to adequately protect information the parties  
4 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
5 necessary uses of such material in preparation for and in the conduct of trial, to  
6 address their handling at the end of the litigation, and to serve the ends of justice, a  
7 protective order for such information is justified in this matter. It is the intent of the  
8 parties that information will not be designated as confidential for tactical reasons  
9 and that nothing be so designated without a good faith belief that it has been  
10 maintained in a confidential, non-public manner, and there is good cause why it  
11 should not be part of the public record of this case.

12  
13 **3. DEFINITIONS**

14 3.1. Action: This Stipulated Protective Order involves this pending federal  
15 lawsuit, *Nader & Sons, LLC, et al. v. Homayoun Namvar, et al.*,  
16 United States District Court for the Central District of California, Case  
17 No. 20-cv-03141-SVW-JEM

18 3.2. Challenging Party: A Party or Nonparty that challenges the  
19 designation of information or items under this Stipulated Protective  
20 Order.

21 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of  
22 how it is generated, stored or maintained) or tangible things that  
23 qualify for protection under Federal Rule of Civil Procedure 26(c), and  
24 as specified above in the Good Cause Statement.

25 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well  
26 as their support staff).

27 3.5. Designating Party: A Party or Nonparty that designates information or  
28 items that it produces in disclosures or in responses to discovery as

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“CONFIDENTIAL.”

- 3.6. Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that is produced or generated in disclosures or responses to discovery in this matter.
- 3.7. Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.
- 3.8. In-House Counsel: Attorneys who are employees of a party to this Action. In-House Counsel does not include Outside Counsel of Record or any other outside counsel.
- 3.9. Nonparty: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.
- 3.10. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.
- 3.11. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).
- 3.12. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.
- 3.13. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and

1 subcontractors.

2 3.14. Protected Material: Any Disclosure or Discovery Material that is  
3 designated as “CONFIDENTIAL.”

4 3.15. Receiving Party: A Party that receives Disclosure or Discovery  
5 Material from a Producing Party.

6  
7 **4. SCOPE**

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

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

16  
17 **5. DURATION**

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

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1     **6. DESIGNATING PROTECTED MATERIAL**

2     6.1.   Exercise of Restraint and Care in Designating Material for Protection.

3             Each Party or Nonparty that designates information or items for  
4     protection under this Stipulated Protective Order must take care to  
5     limit any such designation to specific material that qualifies under the  
6     appropriate standards. The Designating Party must designate for  
7     protection only those parts of material, documents, items, or oral or  
8     written communications that qualify so that other portions of the  
9     material, documents, items, or communications for which protection is  
10    not warranted are not swept unjustifiably within the ambit of this  
11    Stipulated Protective Order.

12            Mass, indiscriminate, or routinized designations are prohibited.  
13    Designations that are shown to be clearly unjustified or that have been  
14    made for an improper purpose (*e.g.*, to unnecessarily encumber the  
15    case development process or to impose unnecessary expenses and  
16    burdens on other parties) may expose the Designating Party to  
17    sanctions.

18    6.2.   Manner and Timing of Designations.

19            Except as otherwise provided in this Stipulated Protective Order  
20    (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered,  
21    Disclosure or Discovery Material that qualifies for protection under  
22    this Stipulated Protective Order must be clearly so designated before  
23    the material is disclosed or produced.

24            Designation in conformity with this Stipulated Protective Order  
25    requires the following:

- 26    (a)    For information in documentary form (*e.g.*, paper or electronic  
27    documents, but excluding transcripts of depositions or other  
28    pretrial or trial proceedings), that the Producing Party affix at a



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minimum, the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

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

- (b) For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition, all protected testimony.
- (c) For information produced in nondocumentary form, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.”

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If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

(d) For information sought by subpoena from a third party, if a party contends that the requested documents contain CONFIDENTIAL information, that party shall promptly notify the party who issued the subpoena that the information is CONFIDENTIAL. The subpoenaing party shall promptly thereafter affix the legend “CONFIDENTIAL” to each page of the produced documents.

6.3. Inadvertent Failure to Designate.

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

7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7.1. Timing of Challenges.

Any Party or Nonparty may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

7.2. Meet and Confer.

The Challenging Party shall initiate the dispute resolution process, which shall comply with Local Rule 37.1 *et seq.*

1 7.3. Burden of Persuasion.

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

11  
12 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

13 8.1. Basic Principles.

14 A Receiving Party may use Protected Material that is disclosed  
15 or produced by another Party or by a Nonparty in connection with this  
16 Action only for prosecuting, defending, or attempting to settle this  
17 Action. Such Protected Material may be disclosed only to the  
18 categories of persons and under the conditions described in this  
19 Stipulated Protective Order. When the Action reaches a final  
20 disposition, a Receiving Party must comply with the provisions of  
21 Section 14 below.

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

26 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

27 Unless otherwise ordered by the Court or permitted in writing  
28 by the Designating Party, a Receiving Party may disclose any

1 information or item designated “CONFIDENTIAL” only to:

- 2 (a) The Receiving Party’s Outside Counsel of Record, as well as  
3 employees of said Outside Counsel of Record to whom it is  
4 reasonably necessary to disclose the information for this Action;
- 5 (b) Experts of the Receiving Party to whom disclosure is reasonably  
6 necessary for this Action and who have signed the  
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 8 (c) The Court and its personnel;
- 9 (d) Court reporters and their staff;
- 10 (e) Professional jury or trial consultants, mock jurors, and  
11 Professional Vendors to whom disclosure is reasonably  
12 necessary or this Action and who have signed the  
13 “Acknowledgment and Agreement to be Bound” (Exhibit A);
- 14 (f) The author or recipient of a document containing the  
15 information or a custodian or other person who otherwise  
16 possessed or knew the information;
- 17 (g) During their depositions, witnesses, and attorneys for witnesses,  
18 in the Action to whom disclosure is reasonably necessary  
19 provided: (i) the deposing party requests that the witness sign  
20 the “Acknowledgment and Agreement to Be Bound” (Exhibit  
21 A); and (ii) the witness will not be permitted to keep any  
22 confidential information unless unless otherwise agreed by the  
23 Designating Party or ordered by the Court. Pages of transcribed  
24 deposition testimony or exhibits to depositions that reveal  
25 Protected Material may be separately bound by the court  
26 reporter and may not be disclosed to anyone except as permitted  
27 under this Stipulated Protective Order; and
- 28 (h) Any mediator or settlement officer, and their supporting

1 personnel, mutually agreed upon by any of the parties engaged  
2 in settlement discussions.

3  
4 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
5 **PRODUCED IN OTHER LITIGATION**

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

- 9 (a) Promptly notify in writing the Designating Party. Such notification  
10 shall include a copy of the subpoena or court order;
- 11 (b) Promptly notify in writing the party who caused the subpoena or order  
12 to issue in the other litigation that some or all of the material covered  
13 by the subpoena or order is subject to this Stipulated Protective Order.  
14 Such notification shall include a copy of this Stipulated Protective  
15 Order; and
- 16 (c) Cooperate with respect to all reasonable procedures sought to be  
17 pursued by the Designating Party whose Protected Material may be  
18 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.

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1 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
2 **PRODUCED IN THIS LITIGATION**

3 10.1. Application.

4 The terms of this Stipulated Protective Order are applicable to  
5 information produced by a Nonparty in this Action and designated as  
6 “CONFIDENTIAL.” Such information produced by Nonparties in  
7 connection with this litigation is protected by the remedies and relief  
8 provided by this Stipulated Protective Order. Nothing in these  
9 provisions should be construed as prohibiting a Nonparty from seeking  
10 additional protections.

11 10.2. Notification.

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

- 17 (a) Promptly notify in writing the Requesting Party and the  
18 Nonparty that some or all of the information requested is subject  
19 to a confidentiality agreement with a Nonparty;
- 20 (b) Promptly provide the Nonparty with a copy of the Stipulated  
21 Protective Order in this Action, the relevant discovery  
22 request(s), and a reasonably specific description of the  
23 information requested; and
- 24 (c) Make the information requested available for inspection by the  
25 Nonparty, if requested.

26 10.3. Conditions of Production.

27 If the Nonparty fails to seek a protective order from this Court  
28 within fourteen (14) days after receiving the notice and accompanying

1 information, the Receiving Party may produce the Nonparty's  
2 confidential information responsive to the discovery request. If the  
3 Nonparty timely seeks a protective order, the Receiving Party shall not  
4 produce any information in its possession or control that is subject to  
5 the confidentiality agreement with the Nonparty before a  
6 determination by the Court. Absent a court order to the contrary, the  
7 Nonparty shall bear the burden and expense of seeking protection in  
8 this Court of its Protected Material.

9  
10 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party immediately must (1) notify in  
14 writing the Designating Party of the unauthorized disclosures, (2) use its best  
15 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the  
16 person or persons to whom unauthorized disclosures were made of all the terms of  
17 this Stipulated Protective Order, and (4) request such person or persons to execute  
18 the "Acknowledgment and Agreement to be Bound" (Exhibit A).

19  
20 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other  
24 protection, the obligations of the Receiving Parties are those set forth in Federal  
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
26 whatever procedure may be established in an e-discovery order that provides for  
27 production without prior privilege review. Pursuant to Federal Rule of Evidence  
28 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or work  
2 product protection, the parties may incorporate their agreement in the Stipulated  
3 Protective Order submitted to the Court.

4  
5 **13. MISCELLANEOUS**

6 13.1. Right to Further Relief.

7 Nothing in this Stipulated Protective Order abridges the right of  
8 any person to seek its modification by the Court in the future.

9 13.2. Right to Assert Other Objections.

10 By stipulating to the entry of this Stipulated Protective Order, no  
11 Party waives any right it otherwise would have to object to disclosing  
12 or producing any information or item on any ground not addressed in  
13 this Stipulated Protective Order. Similarly, no Party waives any right  
14 to object on any ground to use in evidence of any of the material  
15 covered by this Stipulated Protective Order.

16 13.3. Filing Protected Material.

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

24  
25 **14. FINAL DISPOSITION**

26 After the final disposition of this Action, within sixty (60) days of a written  
27 request by the Designating Party, each Receiving Party must return all Protected  
28 Material to the Producing Party or destroy such material. As used in this



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

16  
17 **15. VIOLATION**

18 Any violation of this Stipulated Order may be punished by any and all  
19 appropriate measures including, without limitation, contempt proceedings and/or  
20 monetary sanctions.  
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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of \_\_\_\_\_ [insert formal name of the case and the  
number and initials assigned to it by the court]. 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 enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of  
this action. I hereby appoint \_\_\_\_\_ [print or type full  
name] of \_\_\_\_\_ [print or type full  
address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_