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9
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 INC.

Attorneys for Defendant/Cross-
 Complainant
 SIMON OWEN

12 UNITED STATES DISTRICT COURT
 13 CENTRAL DISTRICT OF CALIFORNIA

14 HIGHLAND CAPITAL
 15 BROKERAGE, INC., a Delaware
 company,

Case No. 2:20-cv-06739 SB (MAAx)

**STIPULATED PROTECTIVE
 ORDER**

16 Plaintiff,

17 v.

18 SIMON OWEN,

19 Defendant.

20 SIMON OWEN,

21 Cross-Complainant,

22 v.

23 HIGHLAND AND CAPITAL
 24 BROKERAGE INC, a Delaware
 company,

25 Cross-Defendant.

1 **PURPOSES AND LIMITATIONS**

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

18 **GOOD CAUSE STATEMENT**

19 This action is likely to involve proprietary information, trade secrets, customer
20 lists, and other valuable research, development, commercial, financial, technical
21 and/or proprietary information for which special protection from public disclosure and
22 from use for any purpose other than prosecution of this action is warranted. Such
23 confidential and proprietary materials and information consist of, among other things,
24 confidential business or financial information, third party financial information,
25 information regarding confidential business practices, or other confidential research,
26 development, or commercial information (including information implicating privacy
27 rights of third parties), information otherwise generally unavailable to the public, or
28 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 confidentiality
3 of discovery materials, to adequately protect information the parties are entitled to
4 keep confidential, to ensure that the parties are permitted reasonable necessary uses of
5 such material in preparation for and in the conduct of trial, to address their handling at
6 the end of the litigation, and to serve the ends of justice, a protective order for such
7 information is justified in this matter. It is the intent of the parties that information
8 will not be designated as confidential for tactical reasons and that nothing be so
9 designated without a good faith belief that it has been maintained in a confidential,
10 non-public manner, and there is good cause why it should not be part of the public
11 record of this case.

12 **3. DEFINITIONS**

- 13 3.1. Action: *Highland Capital Brokerage, Inc. v. Simon Owen*, United States
14 District Court Case No.: 2:20-cv-06739 SB (MAAx), filed July 28,
15 2020.
- 16 3.2. Challenging Party: A Party or Nonparty that challenges the designation
17 of information or items under this Stipulated Protective Order.
- 18 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify
20 for protection under Federal Rule of Civil Procedure 26(c), and as
21 specified above in the Good Cause Statement.
- 22 3.4. “Attorneys’ Eyes Only Information” or “Attorneys’ Eyes Only Material”:
23 Extremely sensitive “CONFIDENTIAL” information or items, whose
24 disclosure to another party or non-party would create a substantial risk of
25 serious injury that could not be avoided by less restrictive means,
26 stamped with an “Attorneys’ Eyes Only” designation.
- 27 3.5. Counsel: Outside Counsel of Record and In-House Counsel (as well as
28 their support staff).

- 1 3.6. Designating Party: A Party or Nonparty that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL,” “Attorneys’ Eyes Only Information,” or
4 “Attorneys’ Eyes Only Material.”
- 5 3.7. Disclosure or Discovery Material: All items or information, regardless of
6 the medium or manner in which it is generated, stored, or maintained
7 (including, among other things, testimony, transcripts, and tangible
8 things), that is produced or generated in disclosures or responses to
9 discovery in this matter.
- 10 3.8. Expert: A person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel
12 to serve as an expert witness or as a consultant in this Action.
- 13 3.9. In-House Counsel: Attorneys who are employees of a party to this
14 Action. In-House Counsel does not include Outside Counsel of Record
15 or any other outside counsel.
- 16 3.10. Nonparty: Any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.
- 18 3.11. Outside Counsel of Record: Attorneys who are not employees of a party
19 to this Action but are retained to represent or advise a party to this Action
20 and have appeared in this Action on behalf of that party or are affiliated
21 with a law firm which has appeared on behalf of that party, and includes
22 support staff.
- 23 3.12. Party: Any party to this Action, including all of its officers, directors,
24 employees, consultants, retained experts, In-House Counsel, and Outside
25 Counsel of Record (and their support staffs).
- 26 3.13. Producing Party: A Party or Nonparty that produces Disclosure or
27 Discovery Material in this Action.
- 28 3.14. Professional Vendors: Persons or entities that provide litigation support

1 services (e.g., photocopying, videotaping, translating, preparing exhibits
2 or demonstrations, and organizing, storing, or retrieving data in any form
3 or medium) and their employees and subcontractors.

4 3.15. Protected Material: Any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL” or “Attorneys’ Eyes Only Material.”

6 3.16. Receiving Party: A Party that receives Disclosure or Discovery Material
7 from a Producing Party.

8 **4. SCOPE**

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

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

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

26 **6. DESIGNATING PROTECTED MATERIAL**

27 6.1. Exercise of Restraint and Care in Designating Material for Protection.

28 Each Party or Nonparty that designates information or items for

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

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

14 6.2. Manner and Timing of Designations.

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

20 Designation in conformity with this Stipulated Protective Order
21 requires the following:

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

1 appropriate markings in the margins).

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

18 (b) For testimony given in depositions, that the Designating Party
19 identify the Disclosure or Discovery Material on the record, before
20 the close of the deposition, all protected testimony.

21 (c) For information produced in nondocumentary form, and for any
22 other tangible items, that the Producing Party affix in a prominent
23 place on the exterior of the container or containers in which the
24 information is stored the legend “CONFIDENTIAL” and/or
25 “Attorneys’ Eyes Only Material.” If only a portion or portions of
26 the information warrants protection, the Producing Party, to the
27 extent practicable, shall identify the protected portion(s).

28

1 6.3. Inadvertent Failure to Designate.

2 If timely corrected, an inadvertent failure to designate qualified
3 information or items does not, standing alone, waive the Designating
4 Party’s right to secure protection under this Stipulated Protective Order
5 for such material. Upon timely correction of a designation, the Receiving
6 Party must make reasonable efforts to assure that the material is treated in
7 accordance with the provisions of this Stipulated Protective Order.
8

9 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 7.1. Timing of Challenges.

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

14 7.2. Meet and Confer.

15 The Challenging Party shall initiate the dispute resolution process,
16 which shall comply with Local Rule 37.1 et seq., and with
17 Section 4 of Judge Audero’s Procedures (“Mandatory Telephonic
18 Conference for Discovery Disputes”).¹

19 7.3. Burden of Persuasion.

20 The burden of persuasion in any such challenge proceeding shall
21 be on the Designating Party. Frivolous challenges, and those made for an
22 improper purpose (*e.g.*, to harass or impose unnecessary expenses and
23 burdens on other parties) may expose the Challenging Party to sanctions.
24 Unless the Designating Party has waived or withdrawn the confidentiality
25 designation, all parties shall continue to afford the material in question
26

27 ¹ Judge Audero’s Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 the level of protection to which it is entitled under the Producing Party's
2 designation until the Court rules on the challenge.

3 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

4 8.1. Basic Principles.

5 A Receiving Party may use Protected Material that is disclosed or
6 produced by another Party or by a Nonparty in connection with this
7 Action only for prosecuting, defending, or attempting to settle this
8 Action. Such Protected Material may be disclosed only to the categories
9 of persons and under the conditions described in this Stipulated
10 Protective Order. When the Action reaches a final disposition, a
11 Receiving Party must comply with the provisions of Section 14 below.

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

15 8.2. Disclosure of "CONFIDENTIAL" Information or Items.

16 Unless otherwise ordered by the Court or permitted in writing by
17 the Designating Party, a Receiving Party may disclose any information or
18 item designated "CONFIDENTIAL" only to:

- 19 (a) The Receiving Party's Outside Counsel of Record, as well as
20 employees of said Outside Counsel of Record to whom it is
21 reasonably necessary to disclose the information for this Action;
22 (b) The officers, directors, and employees (including In-House
23 Counsel) of the Receiving Party to whom disclosure is reasonably
24 necessary for this Action;
25 (c) Experts of the Receiving Party to whom disclosure is reasonably
26 necessary for this Action and who have signed the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);
28 (d) The Court and its personnel;

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

24 8.3. Disclosure of “Attorneys’ Eyes Only Material” Information or Items.

25 Unless otherwise ordered by the Court or permitted in writing by

26 the Designating Party, a Receiving Party may disclose any information or

27 item designated “Attorneys’ Eyes Only Information” or “Attorneys’ Eyes

28 Only Material” only to:

- 1 (a) Attorneys of record for the parties and their respective associates,
2 paralegals, clerks, and employees involved in the conduct of this
3 Action, and either party's in-house attorneys and attorneys
4 employed by its corporate parents and/or corporate affiliates and
5 their respective paralegals, clerks and employees;
- 6 (b) Any outside consultant or expert and any employees thereof who
7 would, in the course and scope of their employment or engagement,
8 handle the at-issue documents, whether formally retained or not;
- 9 (c) Stenographic employees, court reporters and videographers
10 recording or transcribing testimony in this Action;
- 11 (d) The Court and any Court personnel to whom it is necessary to
12 disclose the information as well as any mediators used to try to
13 resolve the Action;
- 14 (e) An employee or agent of the Designating Party, but only insofar as
15 such Attorneys' Eyes Only Material is relevant to their testimony
16 and disclosure is not otherwise prohibited by applicable law; and
- 17 (f) Any other person with the prior written consent of the Designating
18 Party or pursuant to an order issued by this Court.

19

20 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
21 **IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this Action as
24 "CONFIDENTIAL" or "Attorneys' Eyes Only Material" that Party must:

- 25 (a) Promptly notify in writing the Designating Party. Such notification shall
26 include a copy of the subpoena or court order;
- 27 (b) Promptly notify in writing the party who caused the subpoena or order to
28 issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Stipulated Protective Order. Such
2 notification shall include a copy of this Stipulated Protective Order; and
3 (c) Cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order shall not produce any information designated in this
7 action as “CONFIDENTIAL” or “Attorneys’ Eyes Only Material” before a
8 determination by the Court from which the subpoena or order issued, unless the Party
9 has obtained the Designating Party’s permission. The Designating Party shall bear the
10 burden and expense of seeking protection in that court of its confidential material and
11 nothing in these provisions should be construed as authorizing or encouraging a
12 Receiving Party in this Action to disobey a lawful directive from another court.

13
14 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
15 **PRODUCED IN THIS LITIGATION**

16 10.1. Application.

17 The terms of this Stipulated Protective Order are applicable to
18 information produced by a Nonparty in this Action and designated as
19 “CONFIDENTIAL” or “Attorneys’ Eyes Only Material.” Such
20 information produced by Nonparties in connection with this litigation is
21 protected by the remedies and relief provided by this Stipulated
22 Protective Order. Nothing in these provisions should be construed as
23 prohibiting a Nonparty from seeking additional protections.

24 10.2. Notification.

25 In the event that a Party is required, by a valid discovery request,
26 to produce a Nonparty’s confidential information in its possession, and
27 the Party is subject to an agreement with the Nonparty not to produce the
28 Nonparty’s confidential information, then the Party shall:

- 1 (a) Promptly notify in writing the Requesting Party and the Nonparty
2 that some or all of the information requested is subject to a
3 confidentiality agreement with a Nonparty;
4 (b) Promptly provide the Nonparty with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery request(s),
6 and a reasonably specific description of the information requested;
7 and
8 (c) Make the information requested available for inspection by the
9 Nonparty, if requested.

10 10.3. Conditions of Production.

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

21
22 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party immediately must (1) notify in
26 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
27 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
28 persons to whom unauthorized disclosures were made of all the terms of this

1 Stipulated Protective Order, and (4) request such person or persons to execute the
2 “Acknowledgment and Agreement to be Bound” (Exhibit A).

3
4 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

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

16
17 **13. MISCELLANEOUS**

18 13.1. Right to Further Relief.

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

21 13.2. Right to Assert Other Objections.

22 By stipulating to the entry of this Stipulated Protective Order, no
23 Party waives any right it otherwise would have to object to disclosing or
24 producing any information or item on any ground not addressed in this
25 Stipulated Protective Order. Similarly, no Party waives any right to
26 object on any ground to use in evidence of any of the material covered by
27 this Stipulated Protective Order.

28 13.3. Filing Protected Material.

14.

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

8 **14. FINAL DISPOSITION**

9 After the final disposition of this Action, within sixty (60) days of a written
10 request by the Designating Party, each Receiving Party must return all Protected
11 Material to the Producing Party or destroy such material. As used in this subdivision,
12 "all Protected Material" includes all copies, abstracts, compilations, summaries, and
13 any other format reproducing or capturing any of the Protected Material. Whether the
14 Protected Material is returned or destroyed, the Receiving Party must submit a written
15 certification to the Producing Party (and, if not the same person or entity, to the
16 Designating Party) by the 60-day deadline that (1) identifies (by category, where
17 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
18 that the Receiving Party has not retained any copies, abstracts, compilations,
19 summaries or any other format reproducing or capturing any of the Protected Material.
20 Notwithstanding this provision, Counsel is entitled to retain an archival copy of all
21 pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;
22 correspondence; deposition and trial exhibits; expert reports; attorney work product;
23 and consultant and expert work product, even if such materials contain Protected
24 Material. Any such archival copies that contain or constitute Protected Material
25 remain subject to this Stipulated Protective Order as set forth in Section 5.
26

27 **15. VIOLATION**

28 Any violation of this Stipulated Order may be punished by any and all

1 appropriate measures including, without limitation, contempt proceedings and/or
2 monetary sanctions.

3
4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5 Dated:

6
7
8 DOUGLAS A. WICKHAM
9 P. DUSTIN BODAGHI
10 LITTLER MENDELSON, P.C.
11 Attorneys for Plaintiff
12 HIGHLAND CAPITAL
13 BROKERAGE, INC.

14 Dated:

15 RADCLIFF MAYES LLP
16 JEFFREY C. MAYES
17 ARASH HAKAKZADEH
18 Attorneys for Defendant/Cross-
19 Complainant SIMON OWEN

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

21 Dated: February 16, 2021

22 
23 Honorable Maria A. Audero
24 United States Magistrate Judge
25
26
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1 **EXHIBIT A**

2 **Protective Order Acknowledgment and Non-Disclosure Agreement**

3 The undersigned hereby acknowledges and agrees to the following:

4 I have had the opportunity to review the protective order in *HIGHLAND*
5 *CAPITAL BROKERAGE, INC v. SIMON OWEN, et al.*, currently pending in the U.S.
6 District Court for the Central District of California, Case No. 2:20-cv-06739 SB
7 (MAAx). I certify that I am an appropriate person for receipt of Confidential
8 Information under the protective order. I understand and agree to be bound by the terms
9 of the protective order and will not disclose any of the Confidential Information
10 provided to me to any third person, except as allowed in the protective order. I
11 understand and agree that my use of any Confidential Information shall be solely and
12 exclusively for purposes relating to the prosecution or defense of the above-titled
13 Action, including but not limited to appeals and writs relating thereto, discovery, and/or
14 mediation or settlement of this Action in accordance with the provisions of the
15 protective order.

16 I also agree that upon being informed of the termination or settlement of this
17 Action, I will promptly surrender all Confidential Information provided to me to the
18 counsel that provided it to me so that it may be returned to the party that it belongs to
19 in accordance with the terms of the protective order. I will not retain copies of any such
20 Confidential Information in any form of any kind, including but not limited to electronic
21 format, for any reason whatsoever and understand that it would be a violation of the
22 terms of the protective order to do so.

23 By signing this Non-Disclosure Agreement, I hereby consent to the jurisdiction
24 of the U.S. District Court for the Central District of California for purposes of enforcing
25 the terms of this nondisclosure Order and Non-Disclosure Agreement.

26 I understand that disclosure of documents or information designated
27 “Confidential” in violation of the protective order may be punished by appropriate
28

1 measures including, without limitation, contempt proceedings and/or monetary
2 sanctions.

3
4 Executed in _____ on _____.

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7 _____
[Signature]

8 _____
[Print Name]
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1 **EXHIBIT B**

2 **Protective Order Acknowledgment and Non-Disclosure Agreement**

3 The undersigned hereby acknowledges and agrees to the following:

4 I have had the opportunity to review the protective order in *HIGHLAND*
5 *CAPITAL BROKERAGE, INC v. SIMON OWEN, et al.*, currently pending in the U.S.
6 District Court for the Central District of California, Case No. 2:20-cv-06739 SB
7 (MAAx). I certify that I am an appropriate person for receipt of Attorneys' Eyes Only
8 Material and Confidential Information under the protective order. I understand and
9 agree to be bound by the terms of the protective order and will not disclose any of the
10 Attorneys' Eyes Only Material and Confidential Information provided to me to any
11 third person, except as allowed in the protective order. I understand and agree that my
12 use of any Attorneys' Eyes Only Material and Confidential Information shall be solely
13 and exclusively for purposes relating to the prosecution or defense of the above-titled
14 Action, including but not limited to appeals and writs relating thereto, discovery, and/or
15 mediation or settlement of this Action in accordance with the provisions of the
16 protective order.

17 I also agree that upon being informed of the termination or settlement of this
18 Action, I will promptly surrender all Attorneys' Eyes Only Material and Confidential
19 Information provided to me to the counsel that provided it to me so that it may be
20 returned to the party that it belongs to in accordance with the terms of the protective
21 order. I will not retain copies of any such Attorneys' Eyes Only Material and
22 Confidential Information in any form of any kind, including but not limited to electronic
23 format, for any reason whatsoever and understand that it would be a violation of the
24 terms of the protective order to do so.

25
26 *[Signature on Following Page]*
27
28

1
2 By signing this Non-Disclosure Agreement, I hereby consent to the jurisdiction
3 of the U.S. District Court for the Central District of California for purposes of enforcing
4 the terms of this agreement.

5 I understand that disclosure of documents or information designated "Attorneys'
6 Eyes Only" or "Confidential" in violation of the protective order may be punished by
7 appropriate measures including, without limitation, contempt proceedings and/or
8 monetary sanctions.

9 Executed in _____ on _____.

10
11
12 _____
13 [Signature]

14 _____
15 [Print Name]

16 4849-6002-8120.1 107636.1006
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