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26 COMPANY OF AMERICA, FEDERAL
INSURANCE COMPANY, and LIBERTY
27 MUTUAL INSURANCE COMPANY

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1 **UNITED STATES DISTRICT COURT**

2 **FOR THE CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION**

3 ENVIRONMENTAL INTERIORS, INC.,
a New Hampshire Corporation,

4 Plaintiff,

5 vs.

6 ARAGON CONSTRUCTION, INC., a
California corporation,

7 Defendant.

8 ARAGON CONSTRUCTION, INC., a
California corporation,

9 Counterclaimant,

10 vs.

11 ENVIRONMENTAL INTERIORS, INC.,
a New Hampshire corporation; WALSH
12 AUSTIN JOINT VENTURE, a California
joint venture; WESTERN SURETY
13 COMPANY, a South Dakota corporation;
TRAVELERS CASUALTY AND
14 SURETY COMPANY OF AMERICA, a
Connecticut corporation; FEDERAL
15 INSURANCE COMPANY, a New Jersey
Corporation; and LIBERTY MUTUAL
16 INSURANCE COMPANY, a
Massachusetts corporation,

17 Counter-Defendants.

CASE NO: **5:14-cv-02522-JGB-SP**

District Judge
Jesus G. Bernal
Ct rm 1

Magistrate Judge
Sheri Pym
3rd Floor

STIPULATED PROTECTIVE ORDER

Action Filed:
Counterclaim Filed:
Trial Date:

December 8, 2014
December 30, 2014
June 14, 2016

1 **1. PURPOSES AND LIMITATIONS AND GOOD CAUSE STATEMENT**

2 **A. PURPOSES AND LIMITATIONS**

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

16 **B. GOOD CAUSE STATEMENT**

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

9 **2. DEFINITIONS**

10 2.1 Action: the above-captioned federal civil action.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
12 information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
14 is generated, stored or maintained) or tangible things that qualify for protection under
15 Federal Rule of Civil Procedure 26(c), as specified above in the Good Cause Statement,
16 and all other information that the party in good faith believes will, if disclosed, cause
17 harm to the Producing Party’s competitive position.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
19 support staff).

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

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

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1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or
7 other legal entity not named as a Party to this action.

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

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

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

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

21 2.14 Protected Material: any Disclosure or Discovery Material that is designated
22 as “CONFIDENTIAL.”

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 **3. SCOPE**

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

4 However, the protections conferred by this Stipulation and Order do not cover the
5 following information: (a) any information that is in the public domain at the time of
6 disclosure to a Receiving Party or becomes part of the public domain after its disclosure
7 to a Receiving Party as a result of publication not involving a violation of this Order,
8 including becoming part of the public record through trial or otherwise; and (b) any
9 information known to the Receiving Party prior to the disclosure or obtained by the
10 Receiving Party after the disclosure from a source who obtained the information lawfully
11 and under no obligation of confidentiality to the Designating Party.

12 Any use of Protected Material at trial shall be governed by a separate agreement or
13 order of the trial judge. This Order does not govern the use of Protected Material at trial.

14 **4. DURATION**

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

22 **5. DESIGNATING PROTECTED MATERIAL**

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

24 Each Party or Non-Party that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that qualifies
26 under the appropriate standards, as such standards are defined in Section 2.3, above. The
27 Designating Party must designate for protection only those parts of material, documents,
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1 items, or oral or written communications that qualify so that other portions of the
2 material, documents, items, or communications for which protection is not warranted are
3 not swept unjustifiably within the ambit of this Order.

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

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

11 5.2 Manner and Timing of Designations.

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

16 Designation in conformity with this Order requires:

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

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

8 b) for testimony given in depositions that the Designating Party identify
9 the Disclosure or Discovery Material on the record, before the close of the deposition all
10 protected testimony.

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

17 5.3 Inadvertent Failures to Designate.

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

23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
25 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
27 process under Local Rule 37.1 et seq.

1 6.3 The burden of persuasion in any such challenge proceeding shall be on the
2 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
3 to harass or impose unnecessary expenses and burdens on other parties) may expose the
4 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
5 the confidentiality designation, all Parties shall continue to afford the material in
6 question the level of protection to which it is entitled under the Producing Party’s
7 designation until the Court rules on the challenge.

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

9 7.1 Basic Principles.

10 A Receiving Party may use Protected Material that is disclosed or produced by
11 another Party or by a Non-Party in connection with this Action only for prosecuting,
12 defending, or attempting to settle this Action. Such Protected Material may be disclosed
13 only to the categories of persons and under the conditions described in this Order. When
14 the Action has been terminated, a Receiving Party must comply with the provisions of
15 Section 13 below (FINAL DISPOSITION).

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

19 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

20 Unless otherwise ordered by the court or permitted in writing by the Designating
21 Party, a Receiving Party may disclose any information or item designated
22 “CONFIDENTIAL” only to:

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

26 (b) the officers, directors, and employees (including House Counsel) of the
27 Receiving Party to whom disclosure is reasonably necessary for this Action;
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1 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
2 reasonably necessary for this Action and who have signed the “Acknowledgment and
3 Agreement to Be Bound” (attached hereto as **Exhibit A**);

4 (d) the court and its personnel;

5 (e) court reporters and their staff,

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

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

12 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
13 to whom disclosure is reasonably necessary, provided that: (1) the deposing party
14 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
15 (Exhibit A); and (2) they will not be permitted to keep any confidential information
16 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
17 otherwise agreed by the Designating Party or ordered by the court; and

18 (i) any mediator or settlement officer, and their supporting personnel, mutually
19 agreed upon by any of the Parties engaged in settlement discussions.

20 7.3 Disclosure to Government Authorities.

21 Nothing herein shall preclude disclosure of any Protected Information, as required
22 by law, to agencies or departments of the state, county, city, or federal government,
23 including law enforcement personnel, or require notice of the same to the Producing
24 Party.

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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
2 **OTHER LITIGATION**

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

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

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

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

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

22 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
23 **IN THIS LITIGATION**

24 (a) The terms of this Order are applicable to information and/or tangible things
25 produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
26 information produced by Non-Parties in connection with this litigation is protected by the
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1 remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is subject
5 to an agreement with the Non-Party not to produce the Non-Party's confidential
6 information, then the Party shall:

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

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

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

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

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

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

5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
6 **PROTECTED MATERIAL**

7 Pursuant to Rule 502 of the Federal Rules of Evidence, the production of
8 documents, electronically stored information (“ESI”), or other information subject to the
9 attorney-client privilege or the work-product doctrine, whether inadvertent or otherwise,
10 will not waive the attorney-client privilege or the work-product doctrine. In addition, the
11 Parties agree that if a document, ESI or other information subject to the attorney-client
12 privilege or the work product doctrine is included in documents, ESI or other information
13 made available for inspection, such disclosure shall be considered not a waiver of the
14 attorney-client privilege or the work-product doctrine. Upon entry by this court of the
15 present Protective Order, the privilege or protection is deemed not waived by disclosure
16 in connection with this Action, as well as any other Federal or State proceeding. This
17 Protective Order shall be interpreted to provide the maximum protection allowed by
18 Federal Rule of Evidence 502(d).

19 If a Party believes that it has inadvertently produced any document, ESI or other
20 information that it believes may be subject to the attorney-client privilege or work-
21 product doctrine (“Protected Document”), the Party may claw back the Protected
22 Document by making a written request to the Receiving Party specifically identifying the
23 Protected Document, including the date, author, addressees, and topic of the document as
24 well as a brief explanation of the reason for the claim of privilege. Upon receipt of this
25 written request, each Party receiving said document, ESI or other information shall
26 immediately cease use of this document, ESI or other information and information
27 contained therein and shall return it and all physical copies and delete all electronic
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1 copies within three (3) business days to the Producing Party. The record of the identity
2 and nature of an inadvertently produced document, ESI or other information may not be
3 used for any purpose other than in preparation of a motion to compel the production of
4 the same document in this Action. No information in an inadvertently produced
5 document, ESI or other information may be used or relied upon for any other purpose in
6 this Action until the court so orders. After the return of the document(s), ESI or other
7 information, the Receiving Party may challenge the Producing Party's claim(s) of
8 privilege or work-product by making a motion to the court.

9 Nothing contained herein is intended to or shall serve to limit a Party's right to
10 conduct a review of documents, ESI, or other information (including metadata) for
11 relevance, responsiveness, and/or segregation of privileged and/or protected information
12 prior to production.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order, no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in this
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any
20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. Without written permission from the Designating
22 Party or a court order secured after appropriate notice to all interested persons, a Party
23 may not file in the public record in this action any Protected Material. A Party that seeks
24 to file under seal any Protected Material must comply with Local Civil Rule 79-5.
25 Protected Material may only be filed under seal pursuant to a court order authorizing the
26 sealing of the specific Protected Material at issue. If a Party's request to file Protected
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1 Material under seal is denied by the court, then the Receiving Party may file the
2 information in the public record unless otherwise instructed by the court.

3 **13. FINAL DISPOSITION**

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

21 **14. VIOLATION OF THIS PROTECTIVE ORDER**

22 Any violation of this Protective Order may be punished by any and all appropriate
23 measures, including, without limitation, contempt proceedings and/or monetary
24 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 *Environmental Interiors, Inc. v. Aragon Construction
Inc.*, Case No. 5:14-cv-02522-JGB-SP. 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 _____ [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: _____

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

2 Dated: October 16, 2015

Respectfully submitted,

3
4 By: /s/ Bryan M. McGarry

5 Eric A. O. Ruzicka
6 John S. Baker
7 Bryan M. McGarry
8 **DORSEY & WHITNEY LLP**

9 Attorneys for Plaintiff and Counter-
10 Defendants Environmental Interiors, Inc.
11 and Walsh Austin Joint Venture

12 Dated: October 15, 2015

Respectfully submitted,

13 By: /s/ Emily Zung Manninger

14 Dale A. Ortmann
15 Carlo Paciulli
16 Emily Zung Manninger
17 **HUNT ORTMANN PALFFY NIEVES**
18 **DARLING & MAH, INC.**

19 Attorneys for Defendant and
20 Counterclaimant ARAGON
21 CONSTRUCTION INC.

22 Dated: October 15, 2015

Respectfully submitted,

23 By: /s/ Zachary Bultuis

24 Zachary Bultuis
25 **HUNTINGTON LEGAL SOLUTIONS**

26 Attorneys for Counter-Defendants
27 WESTERN SURETY COMPANY,
28 TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA,
FEDERAL INSURANCE COMPANY, and
LIBERTY MUTUAL INSURANCE
COMPANY

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:**

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DATED: October 22, 2015

By: _____  _____

Honorable Sheri Pym
United States Magistrate Judge