

1 KENNETH E. KELLER (SBN 071450) kkeller@ksrh.com
 2 ANNE E. KEARNS (SBN 183336) akearns@ksrh.com
 3 KELLER, SLOAN, ROMAN & HOLLAND LLP
 4 555 Montgomery Street, 17th Floor
 5 San Francisco, California 94111
 6 Telephone: (415) 249-8330
 7 Facsimile: (415) 249-8333

8 JASON R. ERB (SBN 180962) jasonerb@hmausa.com
 9 HYUNDAI MOTOR AMERICA
 10 10550 Talbert Avenue
 11 Fountain Valley, California 92708
 12 Telephone: (714) 965-3393
 13 Facsimile: (714) 965-3815

NOTE: CHANGES MADE BY THE COURT

14 Attorneys for Plaintiffs,
 15 HYUNDAI MOTOR AMERICA, INC.
 16 and HYUNDAI MOTOR COMPANY

17 THE UNITED STATES DISTRICT COURT
 18 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 19 (SOUTHERN DIVISION)

20	HYUNDAI MOTOR AMERICA, INC.)	Case No. 8:14-CV-00576 CJC-JPR
21	a California corporation, HYUNDAI)	
22	MOTOR COMPANY, a Korean)	STIPULATED PROTECTIVE
23	corporation,)	ORDER FOR LITIGATION
24	Plaintiffs,)	INVOLVING HIGHLY SENSITIVE
25	v.)	CONFIDENTIAL INFORMATION
26	PINNACLE GROUP, LLC, a Florida)	AND/OR TRADE SECRETS
27	limited liability company, and DOES 1-)	
28	10, inclusive,)	
	Defendants.)	
)	

1 **PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential, proprietary, or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the court
6 to enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to discovery
8 and that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section
11 14.4, below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the court to file material under seal.

15 **DEFINITIONS**

16 **2.1 Challenging Party:** a Party or Non-Party that challenges the designation
17 of information or items under this Order.

18 **2.2 “CONFIDENTIAL” Information or Items:** information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for protection
20 under Federal Rule of Civil Procedure 26(c).

21 **2.3 Counsel (without qualifier):** Outside Counsel of Record and House
22 Counsel (as well as their support staff).

23 **2.4 Designated House Counsel:** House Counsel who seek access to
24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this
25 matter.

26 **2.5 Designating Party:** a Party or Non-Party that designates information or
27 items that it produces in disclosures or in responses to discovery as
28

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY”.

3 2.6 Disclosure or Discovery Material: all items or information, regardless of
4 the medium or manner in which it is generated, stored, or maintained (including,
5 among other things, testimony, transcripts, and tangible things), that are produced or
6 generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
9 as an expert witness or as a consultant in this action, (2) is not a past or current
10 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not
11 anticipated to become an employee of a Party or of a Party’s competitor.

12 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 Information or Items: extremely sensitive “Confidential Information or Items,”
14 disclosure of which to another Party or Non-Party would create a substantial risk of
15 serious harm that could not be avoided by less restrictive means.

16 2.10 House Counsel: attorneys who are employees of a party to this action.
17 House Counsel does not include Outside Counsel of Record or any other outside
18 counsel.

19 2.11 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this action.

21 2.12 Outside Counsel of Record: attorneys who are not employees of a party
22 to this action but are retained to represent or advise a party to this action and have
23 appeared in this action on behalf of that party or are affiliated with a law firm which
24 has appeared on behalf of that party.

25 2.13 Party: any party to this action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staffs).

1 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under this
13 Order must take care to limit any such designation to specific material that qualifies
14 under the appropriate standards. To the extent it is practical to do so, the Designating
15 Party must designate for protection only those parts of material, documents, items, or
16 oral or written communications that qualify – so that other portions of the material,
17 documents, items, or communications for which protection is not warranted are not
18 swept unjustifiably within the ambit of this Order.

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

24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection at all or do not qualify for the
26 level of protection initially asserted, that Designating Party must promptly notify all
27 other parties that it is withdrawing the mistaken designation.

1 portion, the level of protection being asserted.

2 (b) for testimony given in deposition or in other discovery-related proceedings,
3 that the Designating Party identify on the record, before the close of the deposition,
4 hearing, or other proceeding, all protected testimony and specify the level of
5 protection being asserted. When it is impractical to identify separately each portion of
6 testimony that is entitled to protection and it appears that substantial portions of the
7 testimony may qualify for protection, the Designating Party may invoke on the record
8 (before the deposition, hearing, or other proceeding is concluded) a right to have up to
9 21 days to identify the specific portions of the testimony as to which protection is
10 sought and to specify the level of protection being asserted. Only those portions of the
11 testimony that are appropriately designated for protection within the 21 days shall be
12 covered by the provisions of this Stipulated Protective Order. Alternatively, a
13 Designating Party may specify, at the deposition or up to 21 days afterwards if that
14 period is properly invoked, that the entire transcript shall be treated as
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY.”

17 Parties shall give the other parties notice if they reasonably expect a deposition,
18 hearing or other proceeding to include Protected Material so that the other parties can
19 ensure that only authorized individuals who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a
21 document as an exhibit at a deposition shall not in any way affect its designation as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY.”

24 Transcripts containing Protected Material shall have an obvious legend on the
25 title page that the transcript contains Protected Material, and the title page shall be
26 followed by a list of all pages (including line numbers as appropriate) that have been
27 designated as Protected Material and the level of protection being asserted by the

1 Designating Party. The Designating Party shall inform the court reporter of these
2 requirements. Any transcript that is prepared before the expiration of a 21-day period
3 for designation shall be treated during that period as if it had been designated
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
5 otherwise agreed. After the expiration of that period, the transcript shall be treated
6 only as actually designated.

7 (c) for information produced in some form other than documentary and for any
8 other tangible items, that the Producing Party affix in a prominent place on the
9 exterior of the container or containers in which the information or item is stored the
10 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” . If only a portion or portions of the information or item warrant protection,
12 the Producing Party, to the extent practicable, shall identify the protected portion(s)
13 and specify the level of protection being asserted.

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive the
16 Designating Party’s right to secure protection under this Order for such material.
17 Upon timely correction of a designation, the Receiving Party must make reasonable
18 efforts to assure that the material is treated in accordance with the provisions of this
19 Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time. Unless a prompt challenge to a Designating
23 Party’s confidentiality designation is necessary to avoid foreseeable, substantial
24 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
25 litigation, a Party does not waive its right to challenge a confidentiality designation by
26 electing not to mount a challenge promptly after the original designation is disclosed.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute

1 resolution process by providing written notice of each designation it is challenging
2 and describing the basis for each challenge. To avoid ambiguity as to whether a
3 challenge has been made, the written notice must recite that the challenge to
4 confidentiality is being made in accordance with this specific paragraph of the
5 Protective Order as well as Local Rule 37. The parties shall attempt to resolve each
6 challenge in good faith and must begin the process by conferring directly (in voice to
7 voice dialogue; other forms of communication are not sufficient) within 10 days of the
8 date of service of notice. In conferring, the Challenging Party must explain the basis
9 for its belief that the confidentiality designation was not proper and must give the
10 Designating Party an opportunity to review the designated material, to reconsider the
11 circumstances, and, if no change in designation is offered, to explain the basis for the
12 chosen designation. A Challenging Party may proceed to the next stage of the
13 challenge process only if it has engaged in this meet and confer process first or
14 establishes that the Designating Party is unwilling to participate in the meet and confer
15 process in a timely manner.

16 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
17 court intervention, the Designating Party shall file and serve a motion to retain
18 confidentiality under Civil Local Rule 37 (and in compliance with Civil Local Rule
19 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days
20 of the parties agreeing that the meet and confer process will not resolve their dispute,
21 whichever is earlier. Each such motion must be accompanied by a competent
22 declaration affirming that the movant has complied with the meet and confer
23 requirements. Failure by the Designating Party to make such a motion including the
24 required declaration within 21 days (or 14 days, if applicable) shall automatically
25 waive the confidentiality designation for each challenged designation. In addition, the
26 Challenging Party may file a motion challenging a confidentiality designation under
27 Local Rule 37 if there is good cause for doing so, including a challenge to the

1 designation of a deposition transcript or any portions thereof. Any motion brought
2 pursuant to this provision must be accompanied by a competent declaration affirming
3 that the movant has complied with the meet and confer requirements imposed by the
4 preceding paragraph.

5 The burden of persuasion in any such challenge proceeding shall be on the
6 Designating Party. Frivolous challenges and those made for an improper purpose (e.g.,
7 to harass or impose unnecessary expenses and burdens on other parties) may expose
8 the Challenging Party to sanctions. Unless the Designating Party has waived the
9 confidentiality designation by failing to file a motion to retain confidentiality as
10 described above, all parties shall continue to afford the material in question the level
11 of protection to which it is entitled under the Producing Party's designation until the
12 court rules on the challenge.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this case
16 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
17 Material may be disclosed only to the categories of persons and under the conditions
18 described in this Order. When the litigation has been terminated, a Receiving Party
19 must comply with the provisions of section 15 below (FINAL DISPOSITION).

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

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
24 otherwise ordered by the court or permitted in writing by the Designating Party, a
25 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
26 only to:

27 (a) the Receiving Party's Outside Counsel of Record in this action, as well as

1 employees of said Outside Counsel of Record to whom it is reasonably necessary to
2 disclose the information for this litigation and who have signed the “Acknowledgment
3 and Agreement to Be Bound” that is attached hereto as Exhibit A;

4 (b) the officers, directors, and employees (including House Counsel) of the
5 Receiving Party to whom disclosure is reasonably necessary for this litigation and
6 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

10 (d) the court and its personnel;

11 (e) court reporters and their staff, professional jury or trial consultants, and
12 Professional Vendors to whom disclosure is reasonably necessary for this litigation
13 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
14 A);

15 (f) during their depositions, witnesses in the action to whom disclosure is
16 reasonably necessary and who have signed the “Acknowledgment and Agreement to
17 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
18 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
19 reveal Protected Material must be separately bound by the court reporter and may not
20 be disclosed to anyone except as permitted under this Stipulated Protective Order.

21 (g) the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the information.

23 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
25 writing by the Designating Party, a Receiving Party may disclose any information or
26 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
27 to:

1 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to
3 disclose the information for this litigation and who have signed the “Acknowledgment
4 and Agreement to Be Bound” that is attached hereto as Exhibit A;

5 (b) Designated House Counsel of the Receiving Party (1) who has no
6 involvement in competitive decision-making, (2) to whom disclosure is reasonably
7 necessary for this litigation, and (3) who has signed the “Acknowledgment and
8 Agreement to Be Bound” (Exhibit A);

9 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably
10 necessary for this litigation, and (2) who have signed the “Acknowledgment and
11 Agreement to Be Bound” (Exhibit A); ;(d) the court and its personnel;

12 (e) court reporters and their staff, professional jury or trial consultants, and
13 Professional Vendors to whom disclosure is reasonably necessary for this litigation
14 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
15 A); and

16 (f) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information.

18 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
19 **OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation
21 that compels disclosure of any information or items designated in this action as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” that Party must:

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

26 (b) promptly notify in writing the party who caused the subpoena or order to
27 issue in the other litigation that some or all of the material covered by the subpoena or

1 order is subject to this Protective Order. Such notification shall include a copy of this
2 Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by
4 the Designating Party whose Protected Material may be affected.¹

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 “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY” before a determination by the court from which the subpoena or order
9 issued, unless the Party has obtained the Designating Party’s permission or a court so
10 orders. The Designating Party shall bear the burden and expense of seeking protection
11 in that court of its confidential material – and nothing in these provisions should be
12 construed as authorizing or encouraging a Receiving Party in this action to disobey a
13 lawful directive from another court.

14 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
15 **IN THIS LITIGATION**

16 (a) The terms of this Order are applicable to information produced by a Non-
17 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” . Such information produced by
19 Non-Parties in connection with this litigation is protected by the remedies and relief
20 provided by this Order. Nothing in these provisions should be construed as prohibiting
21 a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
23 produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s

25 _____
26 ¹ The purpose of imposing these duties is to alert the interested parties to the existence of this
27 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its
28 confidentiality interests in the court from which the subpoena or order issued.

1 confidential information, then the Party shall:

2 1. promptly notify in writing the Requesting Party and the Non-Party
3 that some or all of the information requested is subject to a confidentiality agreement
4 with a Non-Party;

5 2. promptly provide the Non-Party with a copy of the Stipulated
6 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
7 specific description of the information requested; and

8 3. make the information requested available for inspection by the
9 Non-Party.

10 (c) If the Non-Party fails to object or seek a protective order from this court
11 within 14 days of receiving the notice and accompanying information, the Receiving
12 Party may produce the Non-Party's confidential information responsive to the
13 discovery request. If the Non-Party timely seeks a protective order, the Receiving
14 Party shall not produce any information in its possession or control that is subject to
15 the confidentiality agreement with the Non-Party before a determination by the court.²
16 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
17 of seeking protection in this court of its Protected Material.

18 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

25 _____
26 ² The purpose of this provision is to alert the interested parties to the existence of confidentiality
27 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
28 interests in this court.

1 Order, and (d) request such person or persons to execute the “Acknowledgment and
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

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

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

15 **14. MISCELLANEOUS**

16 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
17 person to seek its modification by the court in the future.

18 14.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in this
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any
22 ground to use in evidence of any of the material covered by this Protective Order.

23 14.3 Export Control. Disclosure of Protected Material shall be subject to all
24 applicable laws and regulations relating to the export of technical data contained in
25 such Protected Material, including the release of such technical data to foreign persons
26 or nationals in the United States or elsewhere. The Producing Party shall be
27 responsible for identifying any such controlled technical data, and the Receiving Party

1 shall take measures necessary to ensure compliance.

2 14.4 Filing Protected Material. Without written permission from the
3 Designating Party or a court order secured after appropriate notice to all interested
4 persons, a Party may not file in the public record in this action any Protected Material.
5 A Party that seeks to file under seal any Protected Material must comply with Civil
6 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
7 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
8 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
9 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
10 entitled to protection under the law. If a Receiving Party's request to file Protected
11 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
12 Receiving Party may file the Protected Material in the public record pursuant to Civil
13 Local Rule 79-5 unless otherwise instructed by the court.

14 15. FINAL DISPOSITION

15 Within 60 days after the final disposition of this action, as defined in paragraph
16 4, each Receiving Party must return all Protected Material to the Producing Party or
17 destroy such material. As used in this subdivision, “all Protected Material” includes
18 all copies, abstracts, compilations, summaries, and any other format reproducing or
19 capturing any of the Protected Material. Whether the Protected Material is returned or
20 destroyed, the Receiving Party must submit a written certification to the Producing
21 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
22 deadline that (1) identifies (by category, where appropriate) all the Protected Material
23 that was returned or destroyed and (2) affirms that the Receiving Party has not
24 retained any copies, abstracts, compilations, summaries or any other format
25 reproducing or capturing any of the Protected Material. Notwithstanding this
26 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
27 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,

1 deposition and trial exhibits, expert reports, attorney work product, and consultant and
2 expert work product, even if such materials contain Protected Material. Any such
3 archival copies that contain or constitute Protected Material remain subject to this
4 Protective Order as set forth in Section 4 (DURATION).

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 DATED: __June 10, 2015__ /s/ Kenneth E. Keller
8 Kenneth E Keller, Esq.
9 Keller, Sloan, Roman & Holland, LLP
10 Attorneys for Plaintiffs Hyundai Motor
11 America, Inc., and Hyundai Motor Company

12 DATED: __June 8, 2015__ /s/ Stephen D. Weisskopf
13 Stephen D. Weisskopf, Esq.
14 Weisskopf Law

15 DATED: __June 8, 2015__ /s/ Samuel R. Watkins
16 Samuel R. Watkins, Esq.
17 Thompson Coburn LLP
18 Attorneys for Defendant Pinnacle Group, LLC

19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

20 DATED: June 16, 2015

21 
22 _____
23 Honorable United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full
5 address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States
7 District Court for the Central District of California (Southern Division) on
8 _____ [date] in the case of Hyundai Motor America, Inc. et al. v.
9 Pinnacle Group, LLC, et al., Case No. 8:14-CV-00576 CJC-JPR. I agree to comply
10 with and to be bound by all the terms of this Stipulated Protective Order and I
11 understand and acknowledge that failure to so comply could expose me to sanctions
12 and punishment in the nature of contempt. I solemnly promise that I will not disclose
13 in any manner any information or item that is subject to this Stipulated Protective
14 Order to any person or entity except in strict compliance with the provisions of this
15 Order.

16 I further agree to submit to the jurisdiction of the United States District Court
17 for the Central District of California (Southern Division) for the purpose of enforcing
18 the terms of this Stipulated Protective Order, even if such enforcement proceedings
19 occur after termination of this action.

20 I hereby appoint _____ [print or type full name] of
21 _____ [print or type full address and
22 telephone number] as my California agent for service of process in connection with
23 this action or any proceedings related to enforcement of this Stipulated Protective
24 Order.

25 Date: _____

26 City and State where sworn and signed: _____

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Printed name: _____
[printed name]

Signature: _____
[signature]