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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

JOHN LOMONACO, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

SOBERLINK, INC.,

Defendant.

Case No. SACV15-00015-JLS (DFMx)  
Hon. Magistrate Judge Douglas F.  
McCormick

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

AND RELATED COUNTERCLAIM.

**[PROPOSED] STIPULATED PROTECTIVE ORDER**

1 **[PROPOSED] STIPULATED PROTECTIVE ORDER**

2 1. **LIMITATIONS**

3 Nothing in this Order confers blanket protections on all disclosures or responses to  
4 discovery, and the protection it affords extends only to the limited information or items  
5 that are entitled under the applicable legal principles to treatment as confidential. Further,  
6 this Stipulated Protective Order creates no entitlement to file confidential information  
7 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and  
8 reflects the standards that will be applied when a party seeks permission from the court to  
9 file material under seal.

10 2. **DEFINITIONS**

11 2.1. **Party**: any party to this action, including all of its officers, directors,  
12 employees, consultants, retained experts, and outside counsel (and their support staff).

13 2.2. **Material**: all items or information, regardless of the medium or manner  
14 generated, stored, or maintained (including, among other things, testimony, transcripts, or  
15 tangible things) that are produced, served or otherwise provided in this action by the parties  
16 or by non-parties.

17 2.3. **“Confidential” Information or Items**: information or any other form of  
18 evidence or discovery the party or third party witness or entity believes, in good faith,  
19 embodies, contains, or reflects confidential information that is used by it in, or pertaining  
20 to, its business, which information is not generally known and which that party would  
21 normally not reveal to third parties or, if disclosed, would require such third parties to  
22 maintain in confidence, including without limitation, research, trade secret, development,  
23 commercial, financial or personnel information.

24 2.4. **“Highly Confidential –Attorneys’ Eyes Only” Information or Items**:  
25 information or any other form of evidence or discovery the party or third party witness or  
26 entity believes, in good faith, embodies, contains or reflects highly proprietary financial or  
27 technical data or highly sensitive competitive information that a producing party or  
28 producing third party determines, in good faith, is likely to cause significant competitive

1 harm to its existing or prospective commercial relationships if disclosed to third parties.  
2 General examples of such “Attorneys Eyes Only” information may include, without  
3 limitation, currently competitive trade secrets, minutes of Board meetings, pricing data,  
4 financial data, sales information, customer confidential information, agreements or  
5 relationships with non-parties, market projections or forecasts, strategic business plans,  
6 selling or marketing strategies, or information about employees. These examples are  
7 provided for illustrative purposes only and do not constitute an admission of the relevancy  
8 of any such materials in this litigation.

9 2.5. Producing Party: a Party or non-party that produces Material in this action.

10 2.6. Receiving Party: a Party that receives Material from a Producing Party.

11 2.7. Designating Party: a Party or non-party that designates information or items as  
12 “Confidential” or “Highly Confidential -Attorneys’ Eyes Only.”

13 2.8. Protected Material: any Material that is designated as “Confidential” or as  
14 “Highly Confidential – Attorneys’ Eyes Only.”

15 2.9. Outside Counsel: attorneys (including litigation and clerical support staff) who  
16 are not employees, directors, or officers of a Party or a Party’s parents, affiliates, or  
17 subsidiaries, but who are counsel of record for a Party in this action or advise a Party in this  
18 action.

19 2.10. House Counsel: attorneys who are employees of a Party.

20 2.11. Counsel (without qualifier): Outside Counsel and House Counsel (as well as  
21 their support staffs).

22 2.12. Expert: a person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
24 expert witness or as a consultant in this action and who is not a past or a current employee  
25 of a Party or of a competitor of a Party and who, at the time of retention, is not (i)  
26 anticipated to become an employee of a Party or a competitor of a Party or (ii) a consultant  
27 involved in product, process and/or software design or development relating to network  
28

1 authentication for a Party or for a Party's competitor. This definition includes a  
2 professional jury or trial consultant retained in connection with this litigation.

3 2.13. Professional Vendors: persons or entities that provide litigation support  
4 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;  
5 organizing, storing, retrieving data in any form or medium; etc.) and their employees and  
6 subcontractors.

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only Protected  
9 Material (as defined above), but also any information copied or extracted therefrom, as well  
10 as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations,  
11 or presentations by parties or counsel to or in court or in other settings that might reveal  
12 Protected Material.

13 4. DURATION.

14 The terms of this Order shall survive the final termination of this action to the extent  
15 that any Protected Material is not or does not become known to the public. This Court shall  
16 retain jurisdiction over this action for the purpose of enforcing this Order. The parties  
17 agree that any order of dismissal of this action as to any or all parties shall include a  
18 specific provision that the Court retains jurisdiction to enforce the terms of this Order  
19 following dismissal. Each Party hereby consents to the personal jurisdiction of the Court  
20 for that purpose.

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each  
23 Party or non-party that designates information or items for protection under this Order must  
24 take care to limit any such designation to specific material that qualifies under the  
25 appropriate standards. A Designating Party must take care to designate for protection only  
26 those parts of material, documents, items, or oral or written communications that qualify –  
27 so that other portions of the material, documents, items, or communications for which  
28 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

5 If it comes to a Party's or a non-party's attention that information or items that it  
6 designated for protection do not qualify for protection at all, or do not qualify for the level  
7 of protection initially asserted, that Party or non-party must promptly notify all other parties  
8 that it is withdrawing the mistaken designation.

9 5.2. Manner and Timing of Designations. Except as otherwise provided in this  
10 Order (see, e.g., second paragraph of Section 5.2(a), below), or as otherwise stipulated or  
11 ordered, material that qualifies for protection under this Order must be clearly so  
12 designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) For information in documentary form (apart from transcripts of depositions or  
15 other pretrial or trial proceedings), that the Producing Party affix the legend  
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" on  
17 each page that contains protected material. If the Receiving Party believes a portion of the  
18 page so designated does not contain Protected Material or should be given a lower level of  
19 protection, the Receiving Party may make a request to the Producing Party that that portion  
20 be de-designated. The change in the level of protection may be indicated by making  
21 appropriate markings in the margin of the affected page.

22 (b) For Native and/or Other Electronic Materials, all Protected Material not  
23 reduced to hard copy, tangible or physical form or that cannot be conveniently designated  
24 as set forth in Paragraph 5.2(a) shall be designated by informing the Receiving Party of the  
25 designation in writing. To the extent the Receiving Party subsequently generates any  
26 permitted copies of this information, whether electronic or hard copy, it shall ensure that all  
27 such copies are clearly designated with the appropriate confidentiality designations.

1 (c) For documents made available for inspection, a party or non-party need not  
2 designate them for protection until after the inspecting Party has indicated which material it  
3 would like copied and produced. During the inspection and before the designation, all of  
4 the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
5 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it  
6 wants copied and produced, the Producing Party must determine which documents, or  
7 portions thereof, qualify for protection under this Order, then, before producing the  
8 specified documents, the Producing Party must affix the appropriate legend  
9 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”)  
10 on each page that contains Protected Material. If only a portion or portions of the material  
11 on a page qualifies for protection, the Producing Party also must clearly identify the  
12 protected portion(s) (e.g., by making appropriate markings in the margins) and must  
13 specify, for each portion, the level of protection being asserted (either “CONFIDENTIAL”  
14 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). If a document has  
15 more than one designation, the more restrictive or higher designation applies.

16 (d) For testimony given in deposition or in other discovery-related proceedings,  
17 that the Party or non-party offering or sponsoring the testimony identify on the record,  
18 before the close of the deposition or other discovery-related proceeding, all protected  
19 testimony, and further specify any portions of the testimony that qualify as  
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”  
21 Testimony identified in this way will retain the protection of its designation as Protected  
22 Material without any further action by the Designating Party. Any Party may also  
23 designate testimony as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
24 ATTORNEYS’ EYES ONLY” by notifying the court reporter and all of the parties, in  
25 writing within thirty (30) days after receipt of the final corrected deposition transcript, of  
26 the specific pages and lines of the transcript that should be treated thereafter as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. In  
28 such a case, each Party shall attach a copy of such written notice or notices to the face of

1 the transcript and each copy thereof in his/her possession, custody or control. In any event,  
2 all deposition transcripts shall be treated as “HIGHLY CONFIDENTIAL – ATTORNEYS’  
3 EYES ONLY” for at least a period of thirty (30) days after receipt of the final corrected  
4 transcript.

5 (e) For information produced in some form other than documentary, and for any  
6 other tangible items, that the Producing Party affix in a prominent place on the exterior of  
7 the container or containers in which the information or item is stored the legend  
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If  
9 only portions of the information or item warrant protection, the Producing Party, to the  
10 extent practicable, shall identify the protected portions, specifying whether they qualify as  
11 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

12 5.3. Inadvertent Production.

13 (a) Inadvertent Failures to Properly Designate. If a Party or non-party  
14 inadvertently produces Material without labeling or otherwise designating it in accordance  
15 with the provisions of this Order, the Party or non-party may give written notice to the  
16 Receiving Party that the Material produced is designated “CONFIDENTIAL” or “HIGHLY  
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and should be treated as such in  
18 accordance with the provisions of this Order. The Receiving Party must treat such Material  
19 according to its most recent designation of “CONFIDENTIAL” or “HIGHLY  
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” from the date such notice is received.  
21 If, before receiving such notice, the Receiving Party disclosed such Material to recipients  
22 who are not qualified to receive it under the most recent designation, the Receiving Party  
23 must immediately inform the Designating Party of all pertinent facts relating to such  
24 disclosure and shall make all reasonable efforts to assure that the Material is treated in  
25 accordance with the provisions of this Order, including retrieving any copies that may have  
26 been disclosed to unqualified recipients. Nothing in this section shall preclude a Party from  
27 challenging the propriety of the claim of confidentiality.

1 (b) No Waiver of Privilege. The production or inspection of Material that a  
2 Producing Party claims was inadvertent and should not have been produced or disclosed  
3 because of the attorney-client privilege, the work product immunity or any other applicable  
4 privilege or immunity from discovery shall not be deemed to be a waiver of any such  
5 privilege or immunity to which the Producing Party would have been entitled had the  
6 Material not inadvertently been produced or disclosed. Upon request by the Producing  
7 Party, the Receiving Party shall immediately return all copies of such inadvertently  
8 produced Material. The return of such Material shall not in any way preclude the  
9 Receiving Party from moving the Court for a ruling that the Material was never privileged.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

11 6.1. Challenges. The Designating Party shall use reasonable care when designating  
12 Material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
13 ONLY”. Nothing in this Order shall prevent a Receiving Party from contending that any  
14 Material has been improperly designated. If the Receiving Party disagrees with the  
15 designation of any Material, the Receiving Party may challenge such designation by  
16 providing the Designating Party with written notice of such challenge and by identifying  
17 the Material as specifically as possible. Unless a prompt challenge to a Designating Party’s  
18 confidentiality designation is necessary to avoid foreseeable substantial unfairness,  
19 unnecessary economic burdens, or a later significant disruption or delay of the litigation, a  
20 Party does not waive its right to challenge a confidentiality designation by electing not to  
21 mount a challenge promptly after the original designation is disclosed.

22 6.2. Meet and Confer. A Party that elects to initiate a challenge to a Designating  
23 Party’s confidentiality designation must do so in good faith and, in addition to the written  
24 notice, must begin the process by conferring directly (in voice to voice dialogue; other  
25 forms of communication are not sufficient) with counsel for the Designating Party. In  
26 conferring, the challenging Party must explain the basis for its belief that the confidentiality  
27 designation was not proper and must give the Designating Party an opportunity to review  
28 the designated material, to reconsider the circumstances, and, if no change in designation is



1 offered, to explain the basis for the chosen designation. A challenging Party may proceed to  
2 the next stage of the challenge process only if it has engaged in this meet and confer  
3 process first.

4 6.3. Judicial Intervention. A Party that elects to press a challenge to a  
5 confidentiality designation after considering the justification offered by the Designating  
6 Party may file and serve a motion that identifies the challenged material and sets forth in  
7 detail the basis for the challenge. Each such motion must (a) be made in strict compliance  
8 with Local Rules 37-1 and 37-2, including the Joint Stipulation requirement; (b)  
9 accompanied by a competent declaration that affirms that the movant has complied with the  
10 meet and confer requirements imposed in the preceding paragraph; and (c) set forth with  
11 specificity the justification for the confidentiality designation that was given by the  
12 Designating Party in the meet and confer dialogue.

13 Until the court rules on the challenge, all parties shall continue to afford the material  
14 in question the level of protection to which it is entitled under the Producing Party's  
15 designation.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL.

17 7.1. Basic Principles. Unless previously filed or lodged with the Court, Protected  
18 Material and the substance and content thereof, including any copies, notes, memoranda,  
19 summaries, excerpts, compilations, or other similar documents relating thereto, shall be  
20 used by a Receiving Party solely for the purpose of this litigation and not for any other  
21 purpose, including, without limitation, any business or commercial purpose, or  
22 dissemination to the media or public. Any person in possession of Protected Material shall  
23 exercise reasonably appropriate care with regard to storage, custody, or use of such  
24 Protected Material in order to ensure that the confidential nature of the Protected Material  
25 is maintained. If Protected Material is disclosed or comes into the possession of any person  
26 other than in the manner authorized by this Order, any Party having knowledge of the  
27 disclosure must immediately inform the Producing Party (and, if not the same person or  
28 entity, the Designating Party) of all pertinent facts relating to such disclosure and shall

1 make reasonable efforts to retrieve such Protected Material and to prevent further  
2 disclosure. Such Protected Material may be disclosed only to the categories of persons and  
3 under the conditions described in this Order. When the litigation has been terminated, a  
4 Receiving Party must comply with the provisions of Section 12 (FINAL DISPOSITION),  
5 below.

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

9 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
10 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party  
11 may disclose any information or item designated “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of record in this action;

13 (b) the officers, directors, and employees (including House Counsel) of the  
14 Receiving Party to whom disclosure is reasonably necessary for this litigation and who  
15 have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

16 (c) experts (as defined in this Order) of the Receiving Party to whom disclosure is  
17 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound  
18 by Protective Order” (Exhibit A);

19 (d) the Court and its personnel (who are expressly excluded from any requirement  
20 to sign the “Agreement to Be Bound by Protective Order” (Exhibit A));

21 (e) court reporters, their staffs, and Professional Vendors to whom disclosure is  
22 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound  
23 by Protective Order” (Exhibit A);

24 (f) during their depositions, witnesses in the action to whom disclosure is  
25 reasonably necessary and who have signed the “Agreement to Be Bound by Protective  
26 Order” (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions  
27 that reveal Protected Material must be separately bound by the court reporter and may not  
28 be disclosed to anyone except as permitted under this Stipulated Protective Order;

1 (g) the author of the document or the original source of the information;

2 (h) any mediator who is assigned to hear this matter, and his or her staff, subject  
3 to their agreement to maintain confidentiality to the same degree as required by this  
4 Stipulated Protective Order.

5 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
6 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
7 Designating Party, a Receiving Party may disclose any information or item designated  
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

9 (a) The Receiving Party’s Outside Counsel of record in this action, as well as  
10 employees of said Counsel to whom it is reasonably necessary to disclose the information  
11 for this litigation;

12 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably  
13 necessary for this litigation, and (2) who have signed the “Agreement to Be Bound by  
14 Protective Order” (Exhibit A);

15 (c) The Court and its personnel (who are expressly excluded from any  
16 requirement to sign the “Agreement to Be Bound by Protective Order” (Exhibit A));

17 (d) Court reporters, their staffs, and Professional Vendors to whom disclosure is  
18 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound  
19 by Protective Order” (Exhibit A); and

20 (e) The author of the document or the original source of the information.

21 8. DISCLOSURE TO EXPERTS

22 (a) Confidentiality Agreement. An Expert’s access to Protected Material shall be  
23 subject to the terms in this section, including the notice-and-objection provisions below,  
24 and the requirement that the Expert execute the “Agreement to Be Bound by Protective  
25 Order” (Exhibit A). The “Agreement to Be Bound by Protective Order” (Exhibit A) shall  
26 be retained by Outside Counsel for the Party that retained the Expert, but need not be  
27 disclosed to any other Party.

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1 (b) Written Notice. Before a Receiving Party may disclose, directly or indirectly,  
2 any Protected Material to an Expert, the Receiving Party must give written notice to the  
3 Producing Party of the Expert’s current curriculum vitae.

4 (c) Objection. A Party that makes a written notice and provides the information  
5 specified in the preceding paragraph may disclose the Protected Material to the identified  
6 Expert unless, within three (3) business days of the written notice (plus three (3) additional  
7 business days if notice is given other than by hand delivery, email, or facsimile  
8 transmission), the Producing Party objects in writing.

9 (d) Judicial Intervention. If an objection is made, the parties shall meet and confer  
10 to try to resolve the dispute by agreement. If no agreement is reached, the objecting Party  
11 may move the Court for an order that access to “CONFIDENTIAL” or “HIGHLY  
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” be denied the designated individual, or  
13 other appropriate relief. Such motion must be made in strict compliance with Local Rules  
14 37-1 and 37-2, including the Joint Stipulation requirement. Unless and until the Court  
15 determines otherwise, no disclosure of any such Protected Material shall be made by the  
16 Receiving Party to any Expert to whom an objection has been made.

17 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
18 OTHER LITIGATION.

19 If a Receiving Party is served with a subpoena or an order issued in other litigation  
20 that would compel disclosure of any information or items designated in this action as  
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the  
22 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) within  
23 seven court days after receiving the subpoena or order. Such notification must include a  
24 copy of the subpoena or court order.

25 The Receiving Party also must inform in writing the Party who caused the subpoena  
26 or order to issue in the other litigation that some or all the material covered by the subpoena  
27 or order is the subject of this Protective Order. In addition, the Receiving Party must  
28

1 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action  
2 that caused the subpoena or order to issue.

3 The purpose of imposing these duties is to alert the interested parties to the existence  
4 of this Protective Order and to afford the Designating Party in this case an opportunity to  
5 try to protect its confidentiality interests in the court from which the subpoena or order  
6 issued. The Designating Party shall bear the burdens and the expenses of seeking protection  
7 in that court of its confidential material – and nothing in these provisions should be  
8 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful  
9 subpoena issued in another action.

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

19 11. FILING PROTECTED MATERIAL

20 In accordance with Local Rule 79-5.1, if any papers to be filed with the Court  
21 contain information and/or documents that have been designated as “Confidential” or  
22 Highly Confidential – Attorneys’ Eyes Only,” the proposed filing shall be accompanied by  
23 an application to file the papers or the portion thereof containing the designated  
24 information or documents (if such portion is segregable) under seal; and the application  
25 shall be directed to the judge to whom the papers are directed. For motions, the parties  
26 shall publicly file a redacted version of the motion and supporting papers.

1 12. FINAL DISPOSITION

2 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty  
3 days after the final termination of this action, each Receiving Party must securely destroy  
4 all Protected Material or return all Protected Material to the Producing Party, at the  
5 Producing Party’s option. As used in this subdivision, “all Protected Material” includes all  
6 copies, abstracts, compilations, summaries or any other form of reproducing or capturing  
7 any of the Protected Material.

8 Whether the Protected Material is returned or destroyed, the Receiving Party must  
9 submit a written certification to the Producing Party (and, if not the same person or entity,  
10 to the Designating Party) by the sixty day deadline that identifies (by category, where  
11 appropriate) all the Protected Material that was returned or destroyed and that affirms that  
12 the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
13 other forms of reproducing or capturing any of the Protected Material.

14 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
15 pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work  
16 product, even if such materials contain Protected Material. Any such archival copies that  
17 contain or constitute Protected Material remain subject to this Protective Order as set forth  
18 in Section 4 (DURATION), above.

19 13. MISCELLANEOUS.

20 13.1. Injunctive Relief. The parties acknowledge that any breach of this Order may  
21 result in immediate and irreparable injury for which there is no adequate remedy at law. If  
22 anyone violates or threatens to violate the terms of this Order, the parties agree that the  
23 aggrieved Party may immediately apply to obtain injunctive relief against any such  
24 violation or threatened violation, and if the aggrieved Party does so, any respondent who is  
25 subject to the provisions of this Order may not employ as a defense that the aggrieved Party  
26 possesses an adequate remedy at law.

27 13.2. Right to Further Relief. Nothing in this Order abridges the right of any person  
28 to seek its modification by the Court in the future.



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print  
4 or type full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States District  
6 Court for the Central District of California on [date] in the case of LOMONACO V.  
7 SOBERLINK, INC., Case No. SACV15-00015-JLS (RNBx). I agree to comply with and  
8 to be bound by all the terms of this Stipulated Protective Order and I understand and  
9 acknowledge that failure to so comply could expose me to sanctions and punishment in the  
10 nature of contempt. I solemnly promise that I will not disclose in any manner any  
11 information or item that is subject to this Stipulated Protective Order to any person or entity  
12 except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the  
14 Central District of California for the purpose of enforcing the terms of this Stipulated  
15 Protective Order, even if such enforcement proceedings occur after termination of this  
16 action.

17 I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and telephone  
19 number] as my California agent for service of process in connection with this action or any  
20 proceedings related to enforcement of this Stipulated Protective Order.

21  
22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

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

25  
26 Signature: \_\_\_\_\_  
27  
28