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NOTE: CHANGES HAVE BEEN  
MADE TO THIS DOCUMENT

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

LEOCORSA, LLC, a Nevada Limited  
Liability Company,

Plaintiff,

vs.

APACHE GOLF, INC., a California  
Corporation; and DOES 1-10 inclusive,

Defendants.

) Case No.: 8:16-cv-849-JVS (KESx)

) Hon. James V. Selna

) **[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

) *[Discovery Document: Referred to  
Magistrate Judge Karen E. Scott]*

) Date:

) Time:

) Ctrm:

---

**STIPULATED ORDER GOVERNING THE DESIGNATION AND HANDLING  
OF CONFIDENTIAL MATERIALS**

The Plaintiff in this case is Leocorsa, LLC. Defendant in this case is Apache  
Golf, Inc. Plaintiff and Defendant are referred to individually as a “Party” and  
collectively as the “Parties.”

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential,

**STIPULATED PROTECTIVE ORDER  
CASE NO.: 8:16-cv-849-JVS-KES**

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

13 B. GOOD CAUSE STATEMENT

14 This action is likely to involve trade secrets, customer information and  
15 information for which special protection from public disclosure and from use for any  
16 purpose other than prosecution of this action is warranted. Fed. R.Civ. P.26(c)(7) does  
17 not limit its reach to “trade secrets,” but also allows for protection of “confidential  
18 commercial information.” Customer lists, as well as sales and revenue information  
19 qualify as “confidential commercial information.” Parties are not public companies  
20 and therefore maintain their financial records as confidential and do not disclose such  
21 information publicly. Parties assert that they are competitors, and as such they would  
22 suffer competitive harm if certain confidential commercial information were disclosed  
23 directly to their respective presidents/owners rather than counsels. Parties believe that  
24 the disclosure of all or some of the information listed below might result in an unfair  
25 competitive advantage if disseminated to competitors. Such confidential and  
26 proprietary materials and information consist of, among other things:

27 a) confidential business and financial information, including profit margins,  
28 sales data, profits and confidential client information;

1 b) information regarding confidential business practices, including marketing  
2 strategies;

3 c) other confidential research, including technical, consumer and market  
4 research;

5 d) any commercial information implicating privacy rights of third parties;

6 e) any commercial information implicating privacy rights of third parties; and

7 e) information otherwise generally unavailable to the public, or which may be  
8 privileged or otherwise protected from disclosure under state or federal statutes, court  
9 rules, case decisions, or common law. Accordingly, to expedite the flow of  
10 information, to facilitate the prompt resolution of disputes over confidentiality of  
11 discovery materials, to adequately protect information the parties are entitled to keep  
12 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
13 material in preparation for and in the conduct of trial, to address their handling at the  
14 end of the litigation, and serve the ends of justice, to conduct discovery of non-parties,  
15 including competitors and employees of competitors, a protective order for such  
16 information is justified in this matter. It is the intent of the parties that information  
17 will not be designated as confidential for tactical reasons and that nothing be so  
18 designated without a good faith belief that it has been maintained in a confidential,  
19 non-public manner, and there is good cause why it should not be part of the public  
20 record of this case.

21 2. DEFINITIONS

22 2.1 Action: This pending lawsuit with the Case No.: 8:16-cv-849-JVS-KES.

23 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
24 of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: all information in whatever  
26 form such as oral, written, documentary, tangible, intangible, electronic, or digitized  
27 now or hereafter in existence that:

28 (a) is regarded by Disclosing Party as being confidential, personal, private, or

1 proprietary in nature such that it qualifies for protection under Fed. R Civ. P  
2 26(c)(1)(G) and/or is the subject of efforts that are reasonable under the circumstances  
3 to maintain its secrecy;

4 (b) is protected under the Uniform Trade Secrets Act, California Civil Code  
5 section 3426, *et. seq.*, in that such information derives independent economic value,  
6 actual or potential, from not being generally known to, and not being readily  
7 ascertainable by proper means, by other persons who can obtain economic value from  
8 its disclosure or use; and

9 (c) as specified above in the Good Cause Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
11 support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or  
13 items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL” or CONFIDENTIAL—Attorneys’ Eyes Only”

15 2.6 Disclosure of Discovery Material: all items or information, regardless of  
16 the medium or manner in which it is generated, stored, or maintained (including,  
17 among other things, testimony, transcripts, and tangible things), that are produced or  
18 generated in disclosures or responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter  
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
21 expert witness or as a consultant in this Action.

22 2.8 House Counsel: attorneys who are employees of a party to this Action.  
23 House Counsel does not include Outside Counsel of Record or any other outside  
24 counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.

27 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm which  
2 has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
15 from a Producing Party.

16 3. SCOPE

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

22 Any use of Protected Material at trial shall be governed by the orders of the trial  
23 judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order shall remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition shall be  
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with

1 or without prejudice; and (2) final judgment herein after the completion and  
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
3 including the time limits for filing any motions or applications for extension of time  
4 pursuant to applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

22 Any Party or third party may designate Confidential Information as  
23 "CONFIDENTIAL—Attorney's Eyes Only," if such party represents its good faith  
24 belief that: (a) the criteria set forth in paragraph 2.2.3 above is met; and (b) disclosure  
25 of such information to another party in this suit would cause the Disclosing Party  
26 substantial harm.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in  
28 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
2 under this Order must be clearly so designated before the material is disclosed or  
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic documents,  
6 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
7 Producing Party affix at a minimum, the legend “CONFIDENTIAL” or  
8 “CONFIDENTIAL—Attorneys’ Eyes Only”, to each page that contains protected  
9 material. If only a portion or portions of the material on a page qualifies for  
10 protection, the Producing Party also must clearly identify the protected portion(s)  
11 (e.g., by making appropriate markings in the margins).

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

24 (b) for testimony given in depositions, that the Designating Party identify the  
25 Disclosure or Discovery Material as Confidential” or “Confidential—Attorneys’ Eyes  
26 Only” on the record, at any point before the close of the deposition by so stating on  
27 the record and identifying the level of protection desired.

28 (c) for information produced in some form other than documentary and for any

1 other tangible items, that the Producing Party affix in a prominent place on the  
2 exterior of the container or containers in which the information is stored the legend  
3 “CONFIDENTIAL” or CONFIDENTIAL—Attorneys’ Eyes Only.” If only a portion  
4 or portions of the information warrants protection, the Producing Party, to the extent  
5 practicable, shall identify the protected portion(s).

6       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
7 failure to designate qualified information or items does not, standing alone, waive the  
8 Designating Party’s right to secure protection under this Order for such material.  
9 Upon timely correction of a designation, the Receiving Party must make reasonable  
10 efforts to assure that the material is treated in accordance with the provisions of this  
11 Order.

## 12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
14 designation of confidentiality at any time that is consistent with the Court’s  
15 Scheduling Order.

16       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
17 resolution process under Local Rule 37.1 et seq.

18       6.3 The burden of persuasion in any such challenge proceeding shall be on  
19 the Designating Party. Frivolous challenges, and those made for an improper purpose  
20 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
21 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
22 withdrawn the confidentiality designation, all parties shall continue to afford the  
23 material in question the level of protection to which it is entitled under the Producing  
24 Party’s designation until the Court rules on the challenge.

## 25 7. LEVELS OF CONFIDENTIALITY

26       1. Any information designated as “CONFIDENTIAL” or  
27 “CONFIDENTIAL—Attorneys’ Eyes Only” shall be restricted in accordance with the  
28 following levels of confidentiality:



1           2.     “CONFIDENTIAL—Attorneys’ Eyes Only”—Information designated as  
2 “Confidential—Attorneys’ Eyes Only” shall be restricted to viewing, copying by, and  
3 disclosure to:

4           a.     Counsel acting on behalf of the Parties in this matter, excluding House  
5 Counsel;

6           b.     The Court including all personnel of the Court;

7           c.     Witnesses during deposition;

8           d.     Experts and consultants necessarily retained by Counsel of record in this  
9 litigation and their colleagues, advisors, and secretarial and clerical assistants who are  
10 actively assisting in the preparation, evaluation, and trial of this Litigation;

11          e.     Professional vendors;

12          f.     Court reporters and other persons involved in recording testimony in this  
13 Litigation;

14          g.     Any other person to whom disclosure is required by law; and

15          h.     Insurers of the Parties and their counsel.

16           3.     Before information designated as “Confidential—Attorneys’ Eyes Only,”  
17 or contents thereof, are disclosed to any person specified in paragraphs IV(2)(d) or  
18 7(2)(e) above, counsel for the Party disclosing such information shall provide to those  
19 persons a copy of this Protective Order, and such person must agree (i) to be bound by  
20 the terms hereof by signing the “Acknowledgment and Agreement to be Bound”  
21 attached hereto as Exhibit A. Information designated as “Confidential—Attorneys’  
22 Eyes Only” shall not be viewed by the Receiving Party or by anyone acting on its  
23 behalf, other than its respective counsel, except as set forth above.

24           4.     “CONFIDENTIAL”—Information designated as “Confidential” shall be  
25 restricted to viewing, copying by, and disclosure to:

26          a.     All “CONFIDENTIAL—Attorneys’ Eyes Only” persons;

27          b.     All employees, officers, directors and House counsel of each Party of  
28 record. It is not necessary that each such person sign this Protective Order, provided

1 that the Receiving Party has previously notified all employees, officers, and directors  
2 of the existence of this Protective Order, its terms, and the consequences of an  
3 unauthorized disclosure; and

4 c. Witnesses or potential witnesses in this Litigation.

5 8. ACCESS TO AND USE OF PROTECTED MATERIAL

6 8.1 Basic Principles. A Receiving Party may use Protected Material that is  
7 disclosed or produced by another Party or by a Non-Party in connection with this  
8 Action only for prosecuting, defending, or attempting to settle this Action. Such  
9 Protected Material may be disclosed only to the categories of persons and under the  
10 conditions described in this Order. When the Action has been terminated, a Receiving  
11 Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

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

15 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
18 only to in accordance with Par. 7.4 and any information or item designated  
19 “CONFIDENTIAL—Attorneys’ Eyes Only” in accordance with Par. 7.2:

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

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

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

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

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 CONFIDENTIAL—Attorneys’ Eyes Only” before a  
8 determination by the court from which the subpoena or order issued, unless the Party  
9 has obtained the Designating Party’s permission. The Designating Party shall bear the  
10 burden and expense of seeking protection in that court of its confidential material and  
11 nothing in these provisions should be construed as authorizing or encouraging a  
12 Receiving Party in this Action to disobey a lawful directive from another court.

13 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
14 IN THIS LITIGATION

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

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

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

28 (2) promptly provide the Non-Party with a copy of the Stipulated

1 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
2 specific description of the information requested; and

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

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

13 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

22 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
23 PROTECTED MATERIAL

24 The inadvertent or unintentional disclosure of protected information (e.g.,  
25 "Confidential" or "Confidential—Attorneys' Eyes Only" or any other privileged or  
26 protected item, regardless of whether the item was so designated at the time of  
27 disclosure) shall not be deemed a waiver, in whole or in part, of a Party's claim of  
28 protection or privilege, either as to the specific information disclosed therein or on the

1 same or related subject matter.

2 When a Producing Party gives notice to Receiving Parties that certain  
3 inadvertently produced material is subject to a claim of privilege or other protection,  
4 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
5 Procedure 26(b)(5)(B). However, any such disclosure shall be presumed to be  
6 inadvertent.

7 13. GOOD FAITH DISCLOSURE TO FACILITATE THE SETTLEMENT  
8 DISCUSSIONS

9 In the interest of promoting settlement discussions, the Parties agree to make  
10 exceptions to the disclosures of certain confidential documents on a case by case  
11 basis, including but not limited to financial information. Before violating any  
12 confidential designations, each Party agrees to obtain the consent of the other Party.

13 14. MISCELLANEOUS

14 14.1 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 14.2 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 14.3 Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
23 only be filed under seal pursuant to a court order authorizing the sealing of the  
24 specific Protected Material at issue. If a Party's request to file Protected Material  
25 under seal is denied by the court, then the Receiving Party may file the information in  
26 the public record unless otherwise instructed by the court.

27 15. FINAL DISPOSITION

28 After the final disposition of this Action, as defined in paragraph 4, within 60

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

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1 16. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4  
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 Dated: August 5, 2016

**KOPPEL PATRICK HEYBL &  
PHILPOTT**

8  
9  
10 By: /s/ Gregory Z. Boger  
11 Brian J. Philpott  
12 Corey A. Donaldson  
13 Gregory Z. Boger  
14 Attorneys for Plaintiff  
15 LEOCORSA, LLC

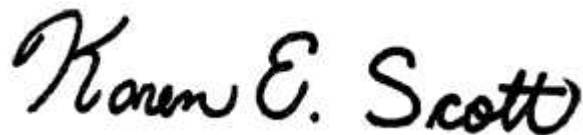
16  
17 Dated: August 5, 2016

**GAUNTLETT & ASSOCIATES**

18  
19  
20 By: /s/ James A. Lowe  
21 David A. Gauntlett  
22 James A. Lowe  
23 Attorneys for Defendants  
24 APACHE GOLF, Inc.

25  
26 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

27  
28 DATED: August 10, 2016



\_\_\_\_\_  
KAREN E. SCOTT  
United States Magistrate Judge

**EXHIBIT A**

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1                                   **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

2           I, \_\_\_\_\_ [print or type full name] \_\_\_\_\_, of \_\_\_\_\_ [print or type full address] \_\_\_\_\_,  
3 declare under penalty of perjury that I have read in its entirety and understand the  
4 Protective Order that was issued by the United States District Court for the Central  
5 District of California on [\_\_\_\_\_ \_\_\_\_\_, 201\_\_] in the case of Leocorsa,  
6 LLC v. Apache Golf, Inc et al., Case Number 8:16-cv--JLS-KES (the “Protective  
7 Order”). I agree to comply with and to be bound by all the terms of the Protective  
8 Order and I understand and acknowledge that failure to so comply could expose me to  
9 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
10 not disclose in any manner any information or item that is subject to the Protective  
11 Order to any person or entity except in strict compliance with the provisions of the  
12 Protective Order.

13           I further agree to submit to the jurisdiction of the United States District Court  
14 for the Central District of California for the purpose of enforcing the terms of the  
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 \_\_\_\_\_ [print or  
18 type full address and telephone number] \_\_\_\_\_ as my California agent for service of  
19 process in connection with this action or any proceedings related to enforcement of  
20 the Protective Order.

21           Date:

22           City and State where sworn and signed:

23  
24           Printed name:

25           Signature  
26  
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28