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20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

22 CHRIS L. JONES, an individual,
23 and JEFFREY V. JONES, an
24 individual;)

Honorable Jay C. Gandhi
Magistrate Judge

25)
26)
27 *Plaintiffs,*)

CASE NO. 8:17-cv-00768-CJC-JCG

28)
29)
30 v.)

STIPULATED PROTECTIVE
ORDER

31 A BUYER'S CHOICE HOME
32 INSPECTIONS, LTD. a Nova)
33 Scotia corporation; et. al.)

34)
35)
36 *Defendants.*)

1 B. GOOD CAUSE STATEMENT

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

23 2. DEFINITIONS

24 2.1 Action: This federal lawsuit in the Central District of California,
25 entitled *Jones et al. v. A Buyers Choice Home Inspections, LTD et al.*, Case No.
26 8:17-cv-0076-CJC-JCG

27 2.2 Challenging Party: A Party or Non-Party that challenges the designation
28 of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for protection
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
4 Cause Statement.

5 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
6 Information or Items: Information or items that is/are extremely confidential and/or
7 sensitive, disclosure of which to any other Party or Non-Party, other than Outside
8 Counsel, would create a substantial risk of serious harm that could not be avoided by
9 less restrictive means. The Parties agree that the following information, if not
10 previously disclosed publicly, shall be presumed to merit the “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation:

- 12 • trade secrets,
- 13 • Internal corporate documents,
- 14 • pricing information,
- 15 • financial data related to sales, profits, expenses,
- 16 • sales or marketing forecasts or plans,
- 17 • business plans,
- 18 • customer lists,
- 19 • sales or marketing strategy,
- 20 • product development information,
- 21 • and other non-public information of similar competitive and business
22 sensitivity.

23 2.5 Designating Party: A Party or non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL” or ““HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY”.

27 2.6 Disclosure or Discovery Material: All items or information, regardless
28 of the medium or manner in which they are generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things), that are
2 produced or generated in disclosures or responses to discovery in this matter.

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

6 2.8 House Counsel: Attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9 Non-Party: Any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this Action.

11 2.10 Outside Counsel: Attorneys, who are not employees of a Party to this
12 Action, but are retained to represent or advise a Party to this Action and have appeared
13 in this Action on behalf of that Party or are affiliated with a law firm that has appeared
14 on behalf of that Party, including support staff.

15 2.11 Party: Any Party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel (and their support
17 staffs).

18 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

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

24 2.14 Protected Material: Any Disclosure or Discovery Material that is
25 designated with any confidentiality designation, such as "CONFIDENTIAL" or
26 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." As defined herein,
27 Protected Material includes all of the matter and materials identified in section 3
28 below (SCOPE).

1 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulated Protective Order cover not only
5 Protected Material (as defined above), but also: (1) any information copied or
6 extracted from Protected Material or information that is otherwise based in whole or
7 in part on Protected Material; (2) all copies, excerpts, summaries, or compilations of
8 Protected Material; and (3) any testimony, conversations, or presentations by Parties
9 or their Outside Counsel or House Counsel that might reveal Protected Material. Any
10 use of Protected Material at trial shall be governed by the orders of the trial judge.
11 This Stipulated Protective Order does not govern the use of Protected Material at trial.

12 4. DURATION

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

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

1 this Order.

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

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

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

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents,
17 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
18 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
19 "CONFIDENTIAL legend") or the legend "HIGHLY CONFIDENTIAL -
20 ATTORNEYS' EYES ONLY" (hereinafter "HIGHLY CONFIDENTIAL legend"),
21 as applicable, to each page that contains Protected Material. If only a portion or
22 portions of the material on a page qualifies for protection, the Producing Party also
23 must clearly identify the protected portion(s) (e.g., by making appropriate markings
24 in the margins). Each CONFIDENTIAL legend and each HIGHLY
25 CONFIDENTIAL legend shall be conspicuous on each document and thing on which
26 it is placed. Whenever any Expert, Professional Vendor or other Non-Party or counsel
27 prepares any document or thing that contains any Protected Material, the Expert,
28 Professional Vendor or other Non-Party must affix the applicable CONFIDENTIAL

1 legend or HIGHLY CONFIDENTIAL legend to the document or thing upon the
2 inclusion of any Protected Material in any such document or thing.

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

16 (b) for testimony given in depositions that the Designating Party identify the
17 Disclosure or Discovery Material on the record, before the close of the deposition all
18 protected testimony or for testimony given in deposition that the Designating Party
19 identifies as protected testimony in writing to the Receiving Party, within 14 days of
20 receiving the transcript. If a deposition witness is asked a question to which a
21 response would likely disclose a Party's Protected Material, or if a witness would
22 otherwise disclose a Party's Protected Material at a deposition, the attorney
23 representing such party may contemporaneously designate that disclosure as
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
25 ONLY," as applicable, prior to its actual disclosure. Upon making such a designation,
26 any person in attendance at the deposition, who is not authorized under the terms
27 herein to receive such Protected Material, may be excluded from attending the
28 deposition during the disclosure of such Protected Material.

1 (c) for information produced in some form other than documentary and for any
2 other tangible items, that the Producing Party affix in a prominent place on the exterior
3 of the container or containers in which the information is stored the applicable
4 CONFIDENTIAL legend or HIGHLY CONFIDENTIAL legend. If only a portion or
5 portions of the information warrants protection, the Producing Party, to the extent
6 practicable, shall identify the protected portion(s).

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

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

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

26 7. ACCESS TO AND USE OF PROTECTED MATERIAL

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such
2 Protected Material may be disclosed only to the categories of persons and under the
3 conditions described in this Order. When the Action has been terminated, a Receiving
4 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

8 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated
11 "CONFIDENTIAL" only to:

12 (a) the Receiving Party's Outside Counsel, as well as employees of said Outside
13 Counsel to whom it is reasonably necessary to disclose the information for this
14 Action;

15 (b) the officers, directors, and employees (including House Counsel) of the
16 Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
18 is reasonably necessary for this Action and who have signed the "Acknowledgment
19 and Agreement to Be Bound" (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
23 to whom disclosure is reasonably necessary for this Action and who have signed the
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

27 (h) during their depositions, witnesses, and attorneys for witnesses, in the
28 Action to whom disclosure is reasonably necessary provided: (1) the deposing party

1 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
2 not be permitted to keep any Protected Material unless they sign the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
4 agreed by the Designating Party or ordered by the court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material may be
6 separately bound by the court reporter and may not be disclosed to anyone except as
7 permitted under this Stipulated Protective Order;

8 (i) any mediator or settlement officer, and their supporting personnel, mutually
9 agreed upon by the Parties if engaged in settlement discussions; and

10 (j) any insurer to whom disclosure is reasonably necessary, who has signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

12 7.3 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
13 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in
14 writing by the Designating Party, a Receiving Party may disclose any information or
15 item designated “HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY” only
16 to:

17 (a) the Receiving Party’s Outside Counsel in this Action, as well as employees
18 of said Outside Counsel to whom it is reasonably necessary to disclose the
19 information for this Action;

20 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure
21 is reasonably necessary for this Action and who have signed the “Acknowledgment
22 and Agreement to Be Bound” (Exhibit A);

23 (c) the court and its personnel;

24 (d) court reporters and their staff;

25 (e) professional jury or trial consultants, mock jurors, and Professional Vendors
26 to whom disclosure is reasonably necessary for this Action and who have signed the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28 (f) the author or recipient of a document containing the information or a

1 custodian or other person who otherwise possessed or knew the information;
2 (g) during their depositions, Non-Party witnesses, and attorneys for Non-Party
3 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the
4 deposing party requests that the witness sign the form attached as Exhibit A hereto;
5 and (2) they will not be permitted to keep any Protected Material unless they sign the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
7 agreed by the Designating Party or ordered by the court. Pages of transcribed
8 deposition testimony or exhibits to depositions that reveal Protected Material may be
9 separately bound by the court reporter and may not be disclosed to anyone except as
10 permitted under this Stipulated Protective Order;
11 (h) any mediator or settlement officer, and their supporting personnel, mutually
12 agreed upon by any the Parties if engaged in settlement discussions; and
13 (i) any insurer to whom disclosure is reasonably necessary, who has signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
16 PRODUCED IN ANOTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in another litigation
18 that compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL” or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
20 ONLY," that Party must:

- 21 (a) promptly notify in writing the Designating Party. Such notification shall
22 include a copy of the subpoena or court order;
- 23 (b) promptly notify in writing the party who caused the subpoena or order to
24 issue in the other litigation that some or all of the material covered by the subpoena
25 or order is subject to this Order. Such notification shall include a copy of this
26 Stipulated Protective Order; and
- 27 (c) cooperate with respect to all reasonable procedures sought to be pursued by
28 the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena or court order shall not produce any information designated in this
3 Action as “CONFIDENTIAL” or "HIGHLY CONFIDENTIAL - ATTORNEYS'
4 EYES ONLY" before a determination by the court from which the subpoena or order
5 issued, unless the Party has obtained the Designating Party’s permission. The
6 Designating Party shall bear the burden and expense of seeking protection in that court
7 of its confidential material and nothing in these provisions should be construed as
8 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
9 directive from another court.

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

12 (a) The terms of this Order are applicable to information produced by a Non-
13 Party in this Action and designated as “CONFIDENTIAL" or "HIGHLY
14 CONFIDENTIAL - ATTORNEYS' EYES ONLY.” Such information produced by a
15 Non-Party in connection with this litigation is protected by the remedies and relief
16 provided by this Order. Nothing in these provisions should be construed as prohibiting
17 a Non-Party from seeking additional protections.

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

22 (1) promptly notify in writing the requesting Party and the Non-Party
23 that some or all of the information requested is subject to a confidentiality agreement
24 with a Non-Party;

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

28 (3) make the information requested available for inspection by the Non-

1 Party, if requested.

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

10 (d) If a Party seeks or obtains any Disclosure or Discovery Material from a
11 Non-Party, any Party may designate as Protected Material any such Disclosure or
12 Discovery Material so long as the material otherwise meets the conditions for being
13 designated as Protected Material set forth herein.

14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Party that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Party are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
3 parties reach an agreement on the effect of disclosure of a communication or
4 information covered by the attorney-client privilege or work product protection, the
5 parties may incorporate their agreement in the stipulated protective order submitted
6 to the court.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Order, no Party waives any right it otherwise would have to object to disclosing or
12 producing any information or item on any ground not addressed in this Stipulated
13 Protective Order. Similarly, no Party waives any right to object on any ground to use
14 in evidence of any of the material covered by this Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal any
16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
17 only be filed under seal pursuant to a court order authorizing the sealing of the specific
18 Protected Material at issue. If a Party's request to file Protected Material under seal
19 is denied by the court, then the Receiving Party may file the information in the public
20 record unless otherwise instructed by the court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60
23 days of a written request by the Designating Party, each Receiving Party must return
24 all Protected Material to the Producing Party or destroy such material. Each Expert,
25 Professional Vendor, Consultant, and any other Non-Party who received any
26 Protected Material must return all Protected Material to the attorney who procured the
27 Acknowledgment and Agreement to Be Bound (Exhibit A) under which the Protected
28 Material was provided to the Expert, Professional Vendor, Consultant, or other Non-

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

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Respectfully submitted,
LAW OFFICES OF THOMAS E. FRANCIS, P.C.

Dated: April 9, 2018

By: /s/ Thomas E. Francis
Thomas E. Francis, Esq.
Attorneys for Plaintiffs
CHRIS L. JONES, an individual and
JEFFREY V. JONES, an individual

ADLI LAW GROUP, P.C.

Dated: April 9, 2018

By: /s/ Dariush G. Adli
Dariush G. Adli
Datev "Dave" Shenian
Josh Eichenstein.
Attorneys for Defendants

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 10, 2018



Judge C. Gandhi
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full street address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central District of
California on _____ [date] in the case of *Jones et al. v. A Buyers Choice Home*
Inspections, LTD et al., CASE NO. 8:17-cv-0076-CJC-JCG. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective Order
to any person or entity except in strict compliance with the provisions of this Order.
Under penalty of perjury, I represent that: (1) I am not a past or current employee,
officer, director, manager, managing agent, or member of a Party or of a Party’s
competitor, (2) I am not related to any employee, officer, director, manager, managing
agent, or member of a Party or of a Party’s competitor, (3) I do not anticipate
becoming an employee, officer, director, manager, managing agent, or member of a
Party or of a Party’s competitor.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____