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8	IN THE UNITED STATES DISTRICT COURT		
9	FOR THE CENTRAL DISTRICT OF CALIFORNIA		
10	SOUTHERN DIVISION		
11	ASTER GRAPHICS, INC.,	Lead Case No. 8:17-cv-01167-DOC-JDE	
12	Plaintiff,	(consolidated with 8:17-cv-01221-DOC-JDE)	
13	V.	STIPULATED PROTECTIVE ORDER	
14	STATIC CONTROL COMPONENTS,	Judge: Honorable John D. Early	
15	INC.,		
16	Defendant.		
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18	1. A. <u>PURPOSES AND LIMITATIONS</u>		
19	Discovery in this action is likely to involve production of confidential, proprietary,		
- 1			

20 or private information for which special protection from public disclosure and from use for 21 any purpose other than prosecuting this litigation may be warranted. Accordingly, the 22 parties hereby stipulate to and petition the Court to enter the following Stipulated 23 Protective Order. The parties acknowledge that this Order does not confer blanket 24 protections on all disclosures or responses to discovery and that the protection it affords 25 from public disclosure and use extends only to the limited information or items that are 26 entitled to confidential treatment under the applicable legal principles. The parties further 27 acknowledge that this Stipulated Protective Order does not entitle them to file confidential 28 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be

PROTECTIVE ORDER / LEAD CASE NO. 8:17-CV-01167-DOC-JDE

followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

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

> 2. DEFINITIONS

2.1Action: This lawsuit, Case No. 8:17-cv-01167-DOC-JDE, as well as the consolidated case, Static Control Components, Inc. v. Aster Graphics, Inc., 8:17-cv-01221-DOC-JDE.

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

"CONFIDENTIAL" Information or Items: information (regardless of how it is 2.3 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement. To the extent a producing Party believes that certain materials qualifying to be designated CONFIDENTIAL is so sensitive that its dissemination deserves even further limitation, the producing Party may designate such material "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY." For avoidance of doubt, HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY information shall mean CONFIDENTIAL Information that constitutes (a) commercially or competitively sensitive marketing, financial, sales, research and development, or technical data or information; (b) commercially sensitive competitive information, including, without limitation, information obtained from a non-party pursuant to a current Nondisclosure Agreement ("NDA"); or (c) commercial agreements, license agreements, settlement agreements, or settlement communications; and for which the disclosure of any such document is likely to cause harm to the competitive position of the producing party.

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

2.5 <u>Designating Party</u>: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

20Disclosure or Discovery Material: all items or information, regardless of the 2.6medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter 25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an 26 expert witness or as a consultant in this Action.

27 2.8 House Counsel: attorneys who are employees of a party to this Action. House 28 Counsel does not include Outside Counsel of Record or any other outside counsel.

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

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

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

2.12 <u>Producing Party:</u> a Party or Non-Party that produces Disclosure or Discovery
Material in this Action.

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

2.14 <u>Protected Material:</u> any Disclosure or Discovery Material that is designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY."

2.15 <u>Receiving Party:</u> a Party that receives Disclosure or Discovery Material from a Producing Party.

3. <u>SCOPE</u>

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

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

4. <u>DURATION</u>

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

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DESIGNATING PROTECTED MATERIAL

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

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

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

5.2 <u>Manner and Timing of Designations.</u> Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Designation in conformity with this Order requires:

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

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

(b) for testimony given in depositions, said deposition or portions thereof shall be designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY" subject to the provisions of this Order; such designation shall be made on the record whenever possible, but a party may designate portions of depositions
"CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY" after transcription of the proceedings; a party shall have until twenty (20) days after receipt of the deposition transcript to inform the other party or parties to this Action of the portions of the transcript designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –

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OUTSIDE COUNSEL ONLY," and each deposition transcript shall be presumptively deemed to be "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY" until the twenty-day period as expired. During the deposition, the Designating Party shall have the right to exclude from attendance at said deposition, during such time as the Protected Material is to be disclosed, any person not authorized to receive such Protected Material 6 pursuant to this Order.

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

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

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CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

6.2 <u>Meet and Confer.</u> The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

22 The burden of persuasion in any such challenge proceeding shall be on the 6.3 23 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the 24 25 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the 26 confidentiality designation, all parties shall continue to afford the material in question the 27 level of protection to which it is entitled under the Producing Party's designation until the 28 Court rules on the challenge.

ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

the Receiving Party's Outside Counsel of Record in this Action, as well as (a) employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action:

17 officers, directors, or employees (including House Counsel) of the Receiving (b) 18 Party to whom disclosure is reasonably necessary for this Action;

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

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court reporters and their staff; (e)

the court and its personnel;

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

the author or recipient of a document containing the information or a 27 (g) 28 custodian or other person who otherwise possessed or knew the information;

(h) during their depositions or trial testimony, any current officer, director, employee, agent, or Rule 30(b)(6) designee of the party that produced the Protected Material, and any former officer, former director, former employee, former or present consultant, or former agent of the party that produced the Protected Material if the Receiving Party's Outside Counsel of Record in this Action reasonably and in good faith believes the witness to have received the Protected Material, or to have become familiar with its contents, in the ordinary course of business, provided that no copies of Protected Material shall be provided to a deponent or trial witness other than for purposes of the examination without the written consent of the Designating Party; and

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

7.3 Disclosure of "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY" only to individuals listed in paragraphs 7.2(a), (c) – (h).

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DISCLOSURE TO EXPERTS

Unless agreed to in writing by the Designating Party:

19 A party seeking to disclose to an expert retained by Outside Counsel of (a) 20Record any information or item that has been designated "CONFIDENTIAL" or 21 "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY" must first make a written 22 request to the designator that (1) identifies the general categories of designated materials 23 that the receiving party seeks permission to disclose to the expert, (2) sets forth the full 24 name of the expert and the city and state of his or her primary residence, (3) attaches a 25 copy of the expert's current resume, (4) identifies the expert's current employer(s), (5) 26 identifies each person or entity from whom the expert has received compensation or 27 funding for work in his or her areas of expertise (including in connection with litigation) in 28 the past five years, and (6) identifies (by name and number of the case, filing date, and

location of court) any litigation where the expert has offered expert testimony, including by declaration, report, or testimony at deposition or trial, in the past five years. If the expert believes any of this information in (4) - (6) is subject to a confidentiality obligation to a third party, then the expert should provide whatever information the expert believes can be disclosed without violating any confidentiality agreements, and the party seeking to disclose the information to the expert shall be available to meet and confer with the designator regarding any such confidentiality obligations.

8 (b) A party that makes a request and provides the information specified in 9 paragraph 8(a) may disclose the Protected Material to the identified expert (and his or her 10 support staff) unless, within ten (10) days of delivering the request, the party receives a written objection from the Designating Party providing detailed grounds for the objection. 12 The party seeking to disclose the information to the expert may not do so until such an 13 objection is resolved by written consent of the Parties or by Court order.

All challenges to objections from the designator shall proceed under L.R. 37-1 (c)through L.R. 37-4.

9. **PROSECUTION BAR**

Absent written consent from the Producing Party, any individual who receives or 17 accesses technical information marked as "HIGHLY CONFIDENTIAL - OUTSIDE 18 19 COUNSEL ONLY" shall not be involved in the prosecution of patents or patent applications relating to the printer cartridge design, including without limitation the patents 2021 asserted in this action and any patent or application claiming priority to or otherwise related to the patents asserted in this action, before any foreign or domestic agency, 22 including the United States Patent and Trademark Office ("the Patent Office"). For 23 purposes of this paragraph, "prosecution" includes directly or indirectly drafting, 24 amending, or advising on the drafting or amending of patent claims, including in original 25 prosecution, reissue and reexamination, and inter partes review proceedings. This 26 Prosecution Bar shall begin when "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL 27 ONLY" information is first received by the affected individual or that individual first 28

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accessed such information and shall end one (1) years after final termination of this action. 2 To avoid any ambiguity, representation in reissue and reexamination, and inter partes 3 review proceedings is not barred provided counsel is walled off from actual or potential 4 claim amendments.

10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY," that Party must:

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

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

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

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

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11. <u>A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE</u> <u>PRODUCED IN THIS LITIGATION</u>

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
 CONFIDENTIAL – OUTSIDE COUNSEL ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

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

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

(2) promptly provide the Non-Party with a copy of the Stipulated ProtectiveOrder in this Action, the relevant discovery request(s), and a reasonably specificdescription of the information requested; and

9 (3) make the information requested available for inspection by the Non-Party, if 0 requested.

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

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

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

14.

MISCELLANEOUS

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

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

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PROTECTIVE ORDER / LEAD CASE NO. 8:17-CV-01167-DOC-JDE

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

15. FINAL DISPOSITION

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

> 14 PROTECTIVE ORDER / LEAD CASE NO. 8:17-CV-01167-DOC-JDE

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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.		
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5	IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.		
6			
7	Dated: November 20, 2017 DURIE TANGRI LLP		
8			
9	Bv: <u>/s/ Adam R. Brausa</u> ADAM R. BRAUSA		
10			
11	Attorney for STATIC CONTROL COMPONENTS, INC.		
12	INC.		
13	Dated: November 20, 2017THE LITOVSKY LAW FIRM		
14			
15	Bv: <u>/s/ Allan Z. Litovskv</u> ALLAN Z. LITOVSKY		
16			
17	Attorney for Plaintiff ASTER GRAPHICS. INC.		
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20	FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.		
21	DATED: November 20, 2017		
22			
23	hand. Carly		
24	JØHN D. EARLY		
25	United States Magistrate Judge		
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	15 PROTECTIVE ORDER / LEAD CASE NO. 8:17-CV-01167-DOC-JDE		
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1	EXHIBIT A		
2	UNITED STATES DISTRICT COURT		
3	FOR THE CENTRAL DISTRICT OF CALIFORNIA SOUTHERN DIVISION		
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5	ASTER GRAPHICS, INC.,		
6	Plaintiff,		
7		Lead Case No. 8:17-cv-01167-DOC-JDE Consolidated with Case No. 8:17-cv-	
8	V.	01221-DOC-JDE	
9	STATIC CONTROL COMPONENTS, INC.,		
10	Defendant.		
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13	ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND		
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15	I, [print or type full name], of		
16	[print or type full address], declare under		
17	penalty of perjury that I have read in its entirety and understand the Stipulated Protective		
18	Order that was issued by the United States District Court for the Central District of		
19	California on[date] in the case of Aster Graphics, Inc. v Static Control		
20	<i>Components, Inc. v.</i> , Lead Case No. 8:17-cv-01167-DOC-JDE. I agree to comply with and		
21	to be bound by all the terms of this Stipulated Protective Order and I understand and		
22	acknowledge that failure to so comply could expose me to sanctions and punishment in the		
23	nature of contempt. I solemnly promise that I will not disclose in any manner any		
24	information or item that is subject to this Stipulated Protective Order to any person or entity		
25	except in strict compliance with the provisions of this Order.		
26	I further agree to submit to the jurisdiction of the United States District Court for the		
27	Central District of California for the purpose of enforcing the terms of this Stipulated		
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1	Protective Order, even if such enforcement proceedings occur after termination of this
2	action.
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4	Date:
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6	City and State where sworn and signed:
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8	Printed name:
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10	Signature:
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	17 PROTECTIVE ORDER / LEAD CASE NO. 8:17-CV-01167-DOC-JDE