

1 Anthony J. Barron, Bar No. 150447
abarron@nixonpeabody.com
2 Marcie Keenan Farano, Bar No. 177939
mfarano@nixonpeabody.com
3 Gina M. Fornario, Bar No. 246619
gforanario@nixonpeabody.com
4 NIXON PEABODY LLP
5 One Embarcadero Center, 18th Floor
San Francisco, California 94111-3600
6 Telephone: (415) 984-8200
Fax: (415) 984-8300
7

8 Attorneys for Plaintiff
FEDERAL DEPOSIT INSURANCE CORPORATION
9 AS RECEIVER FOR INNOVATIVE BANK

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12
13 SAN FRANCISCO DIVISION

15 FEDERAL DEPOSIT INSURANCE)	
CORPORATION AS RECEIVER FOR)	Case No.: 4:12-cv-02658-CW
16 INNOVATIVE BANK,)	
)	{PROPOSED} AMENDED
17 Plaintiff,)	STIPULATED PROTECTIVE ORDER
)	
18 vs.)	
)	
19 SEONG HOON HONG; DAVID CHIU; JIN)	
20 YOUNG KIM (AKA JIMMY KIM); JUNG)	
MIN MOK; YOUNG HO WON;)	
21 SANGCHOL AN; CHANG K. CHANG;)	Complaint Filed May 23, 2012
22 SUNG SANG CHO; HARRY MOOK)	
CHOI; YONG OH CHOI; TONY HUEY;)	
23 CHONG KIM; JUNG KIM; BHUPENDRA)	
PATEL,)	
)	
24 Defendants.)	
25 _____)	

26 IT IS HEREBY STIPULATED AND AGREED by the undersigned parties to this proceeding
27 and ordered by this Court as follows:
28

1 1. PURPOSES AND LIMITATIONS.

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
6 Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures
7 or responses to discovery and that the protection it affords from public disclosure and use extends
8 only to the limited information or items that are entitled to confidential treatment under the applicable
9 legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this
10 Stipulated Protective Order does not entitle them to file confidential information under seal; Civil
11 Local Rule 79-5 and General Order 62 set forth the procedures that must be followed and the
12 standards that will be applied when a party seeks permission from the court to file material under
13 seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
16 information or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
18 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
19 Civil Procedure 26(c).

20 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
21 as their support staff).

22 2.4 Designating Party: a Party or Non-Party that designates information or items that it
23 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

24 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
25 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
26 transcripts, and tangible things), that are produced or generated in disclosures or responses to
27 discovery in this matter.
28

1 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
2 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
3 consultant in this action.

4 2.7 House Counsel: attorneys who are employees of a party to this action. House
5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
7 entity not named as a Party to this action.

8 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
9 but are retained to represent or advise a party to this action and have appeared in this action on
10 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

11 2.10 Party: any party to this action, including all of its officers, directors, employees,
12 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
14 Material in this action.

15 2.12 Professional Vendors: persons or entities that provide litigation support services
16 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
17 storing, or retrieving data in any form or medium) and their employees and subcontractors.

18 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
19 “CONFIDENTIAL.”

20 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
21 Producing Party.

22 3. SCOPE

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

27 However, the protections conferred by this Stipulation and Order do not cover the following
28 information: (a) any information that is in the public domain at the time of disclosure to a Receiving

1 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
2 publication not involving a violation of this Order, including becoming part of the public record
3 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
4 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
5 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
6 Protected Material at trial shall be governed by a separate agreement or order.

7 4. DURATION

8 4.1 Even after final disposition of this litigation, the confidentiality obligations imposed
9 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
10 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
11 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the
12 completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this action,
13 including the time limits for filing any motions or applications for extension of time pursuant to
14 applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
17 Non-Party that designates information or items for protection under this Order must take care to
18 limit any such designation to specific material that qualifies under the appropriate standards. The
19 Designating Party must designate for protection only those parts of material, documents, items, or
20 oral or written communications that qualify – so that other portions of the material, documents,
21 items, or communications for which protection is not warranted are not swept unjustifiably within
22 the ambit of this Order.

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

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

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
5 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
6 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
7 designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

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

14 A Party or Non-Party that makes original documents or materials available for inspection
15 need not designate them for protection until after the inspecting Party has indicated which material it
16 would like copied and produced. During the inspection and before the designation, all of the material
17 made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
18 identified the documents it wants copied and produced, the Producing Party must determine which
19 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
20 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page
21 that contains Protected 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) (e.g., by making
23 appropriate markings in the margins).

24 (b) for testimony given in deposition or in other pre-trial or trial proceedings, that
25 the Designating Party identify on the record, before the close of the deposition, hearing, or other
26 proceeding, all protected testimony. Alternatively, within thirty (30) days of receipt of a transcript
27 or recording of a deposition or other pretrial or trial proceeding, a Party or Non-Party may designate
28 such transcript or recording, or any portion thereof, as "CONFIDENTIAL" by notifying all Parties,

1 in writing, of the specific pages and lines of the transcript or recording that should be treated as
2 “CONFIDENTIAL.” All transcripts or recordings of depositions shall be treated as
3 “CONFIDENTIAL” for thirty (30) days after receipt of the transcript or recording, or until written
4 notice of a designation is received, whichever occurs first. Transcript pages containing protected
5 material must be separately bound by the court reporter, who must affix to the top of each such page
6 the legend “CONFIDENTIAL,” as instructed by the Designating Party or Non-Party.

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

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

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
19 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
20 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
21 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
22 confidentiality designation by electing not to mount a challenge promptly after the original
23 designation is disclosed.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
25 by providing written notice of each designation it is challenging and describing the basis for each
26 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
27 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
28 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must

1 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
2 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
3 Party must explain the basis for its belief that the confidentiality designation was not proper and
4 must give the Designating Party an opportunity to review the designated material, to reconsider the
5 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
6 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
7 has engaged in this meet and confer process first or establishes that the Designating Party is
8 unwilling to participate in the meet and confer process in a timely manner.

9 Judicial Intervention. If despite a good faith meet and confer effort, the dispute cannot be
10 resolved informally by the parties within twenty-one (21) days of the Designating Party's receipt of
11 the written notice of challenge, the Challenging Party may seek a determination from the Court with
12 respect to the propriety of the designation. The Designating Party shall then have fourteen (14) days
13 from the filing of a motion contesting the designation or restriction on access to file an opposition to
14 such motion, following which the Challenging Party shall be afforded five (5) days to file a reply
15 memorandum. The "CONFIDENTIAL" status of the challenged material shall be maintained until
16 the Court shall rule on the motion. While the Challenging Party must initiate the motion before the
17 Court, it is the burden of the Party seeking protection under this Order to demonstrate that the
18 "CONFIDENTIAL" designation is appropriate. Frivolous challenges, and those made for an
19 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
20 expose the Challenging Party to sanctions. A challenge under this paragraph shall not affect a Party's
21 right of access to "CONFIDENTIAL" material or to disclose information as provided for in this
22 Order.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
25 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
26 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
27 the categories of persons and under the conditions described in this Order. When the litigation has
28

1 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

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

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
6 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
7 information or item designated “CONFIDENTIAL” only to:

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

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

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

18 (d) the court and its personnel;

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

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

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

3 (h) the Receiving Party's insurance carriers, including Chartis Specialty, its
4 representatives, reinsurers, auditors, insurance regulators, attorneys, and their employees, and
5 American International Group, Inc. and its affiliates, to whom disclosure is reasonably necessary for
6 this litigation or attempting to settle this litigation, and who have signed the "Acknowledgment and
7 Agreement to Be Bound" (Exhibit A).

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
9 LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation that compels
11 disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party
12 must:

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

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

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

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

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

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-
5 Parties in connection with this litigation is protected by the remedies and relief provided by this
6 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
7 additional protections.

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

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

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

16 (3) make the information requested available for inspection by the Non-
17 Party.

18 (c) If the Non-Party fails to object or seek a protective order from this court
19 within 14 days of receiving the notice and accompanying information, the Receiving Party may
20 produce the Non-Party’s confidential information responsive to the discovery request. If the Non-
21 Party timely seeks a protective order, the Receiving Party shall not produce any information in its
22 possession or control that is subject to the confidentiality agreement with the Non-Party before a
23 determination by the court.¹ Absent a court order to the contrary, the Non-Party shall bear the
24 burden and expense of seeking protection in this court of its Protected Material.

25
26
27
28 ¹ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-
Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
10 MATERIAL

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

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
21 seek its modification by the court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
23 no Party waives any right it otherwise would have to object to disclosing or producing any
24 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
25 Party waives any right to object on any ground to use in evidence of any of the material covered by
26 this Protective Order.

27 12.3 Filing Protected Material. Without written permission from the Designating Party or
28 a court order secured after appropriate notice to all interested persons, a Party may not file in the

1 public record in this action any Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected
3 Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific
4 Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a sealing order
5 will issue only upon a request establishing that the Protected Material at issue is privileged,
6 protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's
7 request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) and General Order
8 62 is denied by the court, then the Receiving Party may file the information in the public record
9 pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

10 13. FINAL DISPOSITION

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

26 The persons and entities identified in subparagraph 7(h) may retain copies of any Confidential
27 Material produced to them as reasonably necessary to comply with future requests for review by
28 reinsurers, auditors and regulators as necessary to meet other legal or business requirements. When

1 such retention is no longer needed, such persons and entities shall return the retained documents or
2 destroy those documents in accordance with their standard record destruction procedures, subject to
3 any applicable litigation hold or any other documents or information hold imposed by any
4 governmental body or court order. Any person or entity retaining such Confidential Material shall
5 maintain its confidentiality in accordance with this Order until such documents are returned or
6 destroyed.

7 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

8
9 Dated: August 13, 2013

NIXON PEABODY LLP

10 By: /s/ Marcie Keenan Farano

11 Marcie Keenan Farano
12 mfarano@nixonpeabody.com
13 Attorneys for Plaintiff
14 FEDERAL DEPOSIT INSURANCE
15 CORPORATION AS RECEIVER FOR
16 INNOVATIVE BANK

17 **ATTESTATION CLAUSE**

18 I hereby attest that I have on file all holograph signatures for any signatures indicated by a
19 “conformed” signature (/s/) within this e-filed document.

20 Dated: August 13, 2013

KIM, SHAPIRO, PARK & LEE

21 By: /s/ Steve Shapiro

22 John P. Lee, Esq.
23 Steve Shapiro, Esq.
24 Attorneys for Defendants
25 CHANG K. CHANG, JUNG MIN MOK,
26 YONG OH CHOI, DAVID CHIU, TONY
27 HUEY, JUNG KIM, BHUPENDRA
28 PATEL AND SANGCHOL AN

1 Dated: August 13, 2013

PARK & SYLVA

2 By: /s/ Daniel Eal Young Park
3 Daniel Eal Young Park, Esq.
4 Attorneys for Defendant
5 SEONG HOON HONG

6 Dated: August 13, 2013

NASSIRI & JUNG LLP

7 By: /s/ Kassra Powell Nassiri
8 Kassra Powell Nassiri, Esq.
9 Attorneys for Defendant
10 YOUNG HO WON


11 Dated: August 13, 2013

LAW OFFICE OF ROBERT K. LANE

12 By: /s/ Robert K. Lane
13 Robert K. Lane, Esq.
14 Attorneys for Defendant
15 HARRY MOOK CHOI

16 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

17
18 DATED: 8/15/2013


19 Hon. Claudia A. Wilken
20 United States District Court Judge
21
22
23
24
25
26
27
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that I have read in
5 its entirety and understand the Stipulated Protective Order that was issued by the United States
6 District Court for the Northern District of California on [date] in the case of _____ **[insert**
7 **formal name of the case and the number and initials assigned to it by the court]**. I agree to
8 comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and
9 acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of
10 contempt. I solemnly promise that I will not disclose in any manner any information or item that is
11 subject to this Stipulated Protective Order to any person or entity except in strict compliance with the
12 provisions of this Order.

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

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

20
21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____

24 [printed name]

25 Signature: _____

26 [signature]