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6 *Attorney for Defendants*
 7 ADVANCED ONLINE LEARNING, LLC and
 BRANDON PERRY

8 **UNITED STATES DISTRICT COURT**
 9 **DISTRICT OF NEVADA**

10 INSTANTCERT.COM, LLC and
 STEVEN GLOER,
 11 *Plaintiffs*

Case No. 2:11-cv-01833-MMD-GWF

12 v.
 13 ADVANCED ONLINE LEARNING, LLC and
 BRANDON PERRY,
 14 *Defendants*

**STIPULATED PROTECTIVE
 ORDER PURSUANT TO FED. R.
 CIV. P. 26(C)**

15
 16 Pursuant to Fed. R. Civ. P. 26, Plaintiffs INSTANTCERT.COM, LLC (“InstantCert) and
 17 STEVEN GLOER (“Mr. Gloer”) (together “Plaintiffs”) and Defendants ADVANCED ONLINE
 18 LEARNING, LLC (“AOL”) and BRANDON PERRY (“Mr. Perry”) (together “Defendants”), by
 19 and through their undersigned counsel, stipulate to the following Stipulated Protective Order
 20 (“Order”) pursuant to the above-captioned civil action (“Action”) and hereby respectfully request
 21 that this Court enter it on the record accordingly. Plaintiffs and Defendants shall hereby be
 22 individually and collectively be referred to as “Party” or “the Parties,” respectively. This
 23 Stipulated Protective Order is submitted pursuant to the Joint Discovery Plan and Scheduling
 24 Order submitted by the parties on April 23, 2012, on file with the Court as Document 29.

25 WHEREAS, the Parties in the Action, during the course of this Action, have been and will
 26 be presented with discovery requests seeking the production of documents and/or information that
 27 the Parties claim as “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY,”
 28 whether they contain trade secrets, claimed intellectual property, or other confidential information;

1 WHEREAS, each Party maintains that the unprotected disclosure of any information it
2 deems to be Confidential will be harmful to the Party producing the information;

3 WHEREAS, the Parties otherwise preserve the right to object to any discovery request for
4 documents and/or information that they believe to be privileged from disclosure;

5 IT IS HEREBY ORDERED as follows:

6 **1. Scope of Order**

- 7 a. Discovery Materials – This Order shall govern the use and disclosure of all
8 “Discovery Materials” designated as “CONFIDENTIAL” or “RESTRICTED -
9 ATTORNEYS’ EYES ONLY” pursuant to ¶ 2(a) below, including, without
10 limitation: any and all documents produced by the Parties or third parties;
11 deposition testimony; answers to written discovery requests; and all other
12 productions, responses and/or disclosures made or requested pursuant to Title V
13 (Rules 26 through 37, inclusive) of the Federal Rules of Civil Procedure; and
14 correspondence amongst counsel for the Parties.
- 15 b. Definitions – The following terms shall their given definitions:
- 16 i. “Disclosing Party” shall mean and refer to the Party furnishing Discovery
17 Materials to the other Party.
- 18 ii. “Receiving Party” shall mean and refer to the Party receiving Discovery
19 Materials from the Disclosing Party.
- 20 iii. “Business day(s)” shall mean and refer to weekdays excluding federal
21 holidays and other holidays observed by the Court.
- 22 c. Exclusions – This Order shall not apply to any of the following:
- 23 i. any information, document or thing which, at the time of disclosure to a
24 Receiving Party, is in the public domain;
- 25 ii. any information, document or thing that after disclosure to a Receiving
26 Party becomes part of the public domain in its protected form as a result of
27 publication not involving a breach of this Order by either Party;
- 28

1 iii. any information, document or thing which a Receiving Party can show was
2 received by it, before or after disclosure, from a third party source who
3 obtained the information lawfully and under no obligation of confidentiality
4 to the producing party.

5 d. Relation Back to Joint Discovery Plan – this Stipulated Protective Order shall apply
6 retroactively to all Discovery Materials furnished by either party since the entry of
7 the Joint Discovery Plan and Scheduling Order (Doc. 29) on April 23, 2012.

8 **2. Confidentiality Designations**

9 a. Designation of Documents and Tangible Things

10 i. *Confidential Information* – Discovery Materials may be designated as
11 “Confidential” if such Discovery Material contains non-public, sensitive or
12 confidential information that must be protected against disclosure to third
13 parties. Such Discovery Material shall be so identified at the time of
14 service of such Discovery Material by including on each page the legend
15 “CONFIDENTIAL.” Any document, material, or information designated
16 by a Party as “CONFIDENTIAL” must first be reviewed by the Disclosing
17 Party’s attorney, or by a person working under the direct supervision of the
18 attorney, prior to designation as “CONFIDENTIAL.” The designation of
19 any document, material, or information as “CONFIDENTIAL,” in the
20 manner described above, shall constitute a certification by the attorney
21 reviewing the material and making such designation that he or she in good
22 faith believes the material is confidential or otherwise entitled to protection
23 under Fed. R. Civ. P. 26(c)(7).

24 ii. *Restricted Information* – A party may designate Discovery Material as
25 “RESTRICTED - ATTORNEYS’ EYES ONLY” if such Discovery
26 Material contains particularly sensitive confidential information that the
27 producing party believes in good faith cannot be disclosed without threat of
28 competitive injury, because such Discovery Material contains proprietary or

1 commercially sensitive information and must be protected from disclosure
2 to the other party and/or third parties. Such Discovery Material shall be so
3 identified at the time of service of such Discovery Material by including on
4 each page the legend “RESTRICTED - ATTORNEYS’ EYES ONLY.”
5 Any document, material, or information designated by a party as
6 “RESTRICTED - ATTORNEYS’ EYES ONLY” must be reviewed by the
7 Disclosing Party’s attorney, or by a person working under the direct
8 supervision of the attorney, prior to designation as “RESTRICTED -
9 ATTORNEYS’ EYES ONLY.” The designation of any document,
10 material, or information as “RESTRICTED - ATTORNEYS’ EYES
11 ONLY,” in the manner described above, shall constitute a certification by
12 the attorney reviewing the material and making such designation that he or
13 she reasonably in good faith believes the material requires and justifies this
14 heightened level of protection under Fed. R. Civ. P. 26(c)(7) *and shall be*
15 *used sparingly so as to ensure expeditious litigation.*

- 16 b. Designation of Deposition and Other Testimony – Deposition and other testimony
17 may also be designated as “CONFIDENTIAL” or “RESTRICTED -
18 ATTORNEYS’ EYES ONLY” as those designations are defined in ¶ 2(a) above.
19 During the course of a deposition or other testimony which involves
20 “CONFIDENTIAL” or “RESTRICTED - - ATTORNEYS’ EYES ONLY”
21 Discovery Material, counsel for a party or witness producing such information may
22 designate on the record the portion(s) of the deposition or other testimony which
23 counsel believes may contain “CONFIDENTIAL” or “- ATTORNEYS’ EYES
24 ONLY” information. If such designation is made, those portions of the deposition
25 or other testimony involving such “CONFIDENTIAL” or “RESTRICTED -
26 ATTORNEYS’ EYES ONLY” Discovery Material will be taken with no one
27 present, except those persons who are authorized to have access to such
28 “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY”

1 Discovery Material in accordance with ¶ 4(a) of this Order. For ten (10) business
2 days after the official transcript is delivered to all counsel, a party may designate in
3 writing other or new portions containing “CONFIDENTIAL” or “RESTRICTED -
4 ATTORNEYS’ EYES ONLY” information. During this ten-day period, if any part
5 of the testimony is designated on the record or in writing as containing
6 “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY”
7 information, the entire deposition or other testimony will be deemed to contain
8 “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY”
9 information. A party objecting to any such designation of deposition or other
10 testimony as “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES
11 ONLY” shall follow the procedure as set forth in ¶ 2(d) below.

12 c. Related Material – The restrictions on the use of Discovery Material established by
13 this Order shall extend to: (i) all copies, extracts and complete or partial summaries
14 prepared from such Discovery Material; and (ii) portions of briefs, memoranda or
15 any other writing filed with the Court and exhibits thereto that contain or reflect the
16 content of any such Discovery Material, copies, extracts, or summaries, provided
17 that such writings are identified as containing “CONFIDENTIAL” or
18 “RESTRICTED - ATTORNEYS’ EYES ONLY” Discovery Material as provided
19 for by ¶ 6 below and are marked “CONFIDENTIAL” or “RESTRICTED -
20 ATTORNEYS’ EYES ONLY” on at least the first page of the writing.

21 d. Challenges to Designation - In the event that the party receiving
22 “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY”
23 Discovery Material disagrees with the designation by the producing or designating
24 party, then the parties initially will try to resolve the dispute on an informal basis,
25 within five (5) business days from the date that the receiving party raises the
26 objection to the designation in writing (or a mutually agreed upon longer period) in
27 writing. Any such disputed items shall be treated as “CONFIDENTIAL” or
28 “RESTRICTED - ATTORNEYS’ EYES ONLY” Discovery Material, as

1 designated, and subject to the protections of this Order unless and until the parties
2 reach an agreement or the Court determines otherwise. If the parties are unable to
3 resolve their differences, then the objecting party may file a motion requesting
4 disclosure within ten (10) business days after the informal period has concluded (or
5 a longer time period agreed upon by the parties). In connection with a motion filed
6 under this provision, the party designating the information as “CONFIDENTIAL”
7 (or “RESTRICTED - ATTORNEYS’ EYES ONLY”) shall bear the burden of
8 establishing that good causes exists for the disputed information to be so treated.
9 Neither party shall be obligated to challenge the propriety of a “CONFIDENTIAL”
10 or “RESTRICTED - ATTORNEYS’ EYES ONLY” designation, and failure to do
11 so shall not constitute an admission that any Discovery Material is in fact
12 “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY”.
13 Discovery Material marked and identified in accordance with this Order shall
14 remain subject to the terms of this Order unless otherwise agreed by the Disclosing
15 Party or ordered by the Court.

16 **3. Responsibilities of Receiving Party**

- 17 a. Undertaking – Any documents or materials marked “CONFIDENTIAL” or
18 “RESTRICTED - ATTORNEYS’ EYES ONLY” shall be held in the strictest
19 confidence by each person to whom it is disclosed according to the procedures set
20 forth in this Order; shall be only used in order to properly litigate the above-
21 captioned Action or reach a settlement thereto, including without limitation appeal
22 and/or confirmation of the same; shall be not be used for any business or
23 commercial purpose or competitive advantage; and shall not be disclosed to any
24 person who is not authorized to receive such information as provided herein. All
25 documents or materials so marked shall be reasonably and carefully maintained in
26 secure facilities.
- 27 b. Safeguarding – The Receiving Party of any Discovery Material marked
28 “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY” pursuant

1 to this Order shall maintain such information in a safe and secure area and shall
2 exercise reasonable, due and proper care with respect to its storage, custody and
3 use, so long as it remains so designated.

4 **4. Limitation on Access to Protected Information**

- 5 a. Access to Confidential Information – Access to and disclosure of
6 “CONFIDENTIAL” Discovery Material marked and identified in accordance with
7 this Order shall be limited to the Court, its officers and its clerical staff, and to
8 “Authorized Personnel,” who consist of the following persons and/or entities:
- 9 i. **Counsel** of record for the parties, including paralegal, secretarial, and
10 clerical personnel reasonably necessary to assist such counsel;
 - 11 ii. **Experts and consultants** and their staff who are retained by a party or
12 attorney to assist in this action, but only to the extent reasonably necessary
13 to perform such work. A party desiring to disclose “CONFIDENTIAL” (or
14 “RESTRICTED - ATTORNEYS’ EYES ONLY”) Discovery Material to
15 experts or consultants shall first obtain from each expert or consultant an
16 Acknowledgement in the form provided in Exhibit A, and the attorney for
17 the Party shall keep the executed Acknowledgement for a period of one (1)
18 year following the final disposition of this Action. Counsel for the
19 Receiving Party must have a good faith belief that disclosure of such
20 documents to the expert or consultant is necessary for the expert or
21 consultant’s review of the issues in this Action;
 - 22 iii. **Outside vendors** and their employees who provide copy services and
23 exhibit preparation services in connection with this litigation provided that
24 each vendor execute an Acknowledgement in the form provided in Exhibit
25 A;
 - 26 iv. **Stenographic reporters and videographers** engaged for depositions or
27 proceedings necessary to this action;
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- 1 v. Any person (i) who is **identified as an author or recipient**, including
2 receipt by copy, of any document or information therein and is not
3 otherwise shown prior to such disclosure not to have received the document
4 or information therein or (ii) who has been **identified in writing by the**
5 **designating party** as having been provided with the document or
6 information therein. Such person shall be considered “Authorized
7 Personnel” solely with respect to the specific document or information
8 therein;
- 9 vi. Third party **mediators and/or arbitrators** selected by the parties; and
10 vii. Such other persons as hereafter may be designated by written stipulation of
11 the parties filed with the Clerk of the Court or by further Order of the Court.

12 b. Access to Restricted Information – Access to and disclosure of “RESTRICTED -
13 ATTORNEYS’ EYES ONLY” Discovery Material marked and identified in
14 accordance with this Protective Order shall be limited solely to the Court, its
15 officers and its clerical staff and to the Authorized Personnel identified in ¶ 4(a)(i)-
16 (ii), or otherwise by order of the Court under ¶ 4(a)(vii). “RESTRICTED -
17 ATTORNEYS’ EYES ONLY” Discovery Material shall not be provided, shown,
18 made available or communicated in any way to any person or entity other than
19 provided for in this paragraph.

20 **5. Use in Court Proceedings**

- 21 a. **Filing Protected Material** - Any party wishing to include, disclose, or attach any
22 “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY”
23 Discovery Material as part of or with any pleading, motion, brief or other paper
24 filed with the Clerk of this Court, shall move to have the material filed under seal in
25 accordance with the Court’s applicable rules, including but not limited to Local
26 Rules of the United States District Court for the District of Nevada. Copies of the
27 papers filed under seal shall be timely served on counsel for the parties. Should the
28 need arise during any pre-trial proceedings before the Court, a party may cause

1 “CONFIDENTIAL” and/or “RESTRICTED - ATTORNEYS’ EYES ONLY”
2 Discovery Material to be disclosed only after appropriate *in camera* inspection or
3 other appropriate safeguards are requested of the Court.

4 b. **Use of Protected Material at Trial or Hearing** – At any hearing or trial relating
5 to this Action, subject to the rules of evidence and any Order of the Court, a party
6 may use any “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES
7 ONLY” Discovery Material for any purpose. In the event that any
8 “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY”
9 Discovery Material is used in any court proceeding in connection with this
10 litigation, it shall not lose its status as “CONFIDENTIAL” or “RESTRICTED -
11 ATTORNEYS’ EYES ONLY” Discovery Material through such use, provided that
12 the Parties to this Action take steps reasonably calculated to protect its
13 confidentiality during such use. The Parties may request, pursuant to this Order,
14 that attendance at those portions of the hearing or trial or access to the transcripts of
15 those hearings or the trial in which “CONFIDENTIAL” or “RESTRICTED -
16 ATTORNEYS’ EYES ONLY” Discovery Material is disclosed be restricted to
17 court personnel and persons authorized to receive disclosure by this Protective
18 Order.

19 **6. Miscellaneous Protections**

- 20 a. This Protective Order shall not preclude any Party from seeking additional
21 protection with respect to the confidentiality of Discovery Material as that Party
22 deems appropriate, nor shall any Party be precluded from seeking an order from the
23 Court permitting the disclosure or use of certain Discovery Materials otherwise
24 prohibited by this Protective Order;
- 25 b. Nothing herein shall prevent the parties from mutually agreeing in writing to the
26 use or disclosure of “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’
27 EYES ONLY” Discovery Material other than as permitted by this Order;
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- 1 c. If the Court orders that access to or dissemination of any type of Discovery
2 Material shall be had by or made to persons not included in ¶ 4 above, such matters
3 shall only be accessible to, or disseminated to, such persons based upon the
4 conditions pertaining to, and the obligations arising from, this Order, and such
5 persons shall sign an Acknowledgment as provided for in Exhibit A of this Order,
6 and in all other respects shall be considered subject to it; and
- 7 d. If it becomes necessary for counsel for a party receiving “CONFIDENTIAL” or
8 “RESTRICTED - ATTORNEYS’ EYES ONLY” Discovery Material to seek the
9 assistance of any person other than those specified in ¶ 4 above, the following
10 procedures shall be employed:
- 11 i. Counsel for the Receiving Party shall notify, in writing, counsel for the
12 Disclosing Party of the desire to disclose such CONFIDENTIAL or
13 RESTRICTED - ATTORNEYS’ EYES ONLY Discovery Material and
14 shall identify the person(s) to whom counsel intends to make such
15 disclosure;
- 16 ii. If no objection to such disclosure is made by counsel for the Disclosing
17 Party within five (5) business days of receipt of such notification, counsel
18 for the Receiving Party shall be free to make such disclosure to the
19 designated person(s); provided, however, that counsel for the Receiving
20 Party shall serve upon opposing counsel, prior to disclosure, an
21 Acknowledgment in the form set forth in Exhibit A, whereby such persons
22 agree to comply with and be bound by this Stipulated Protective Order;
- 23 iii. If the Disclosing Party objects to such disclosure, no disclosure shall be
24 made at that time. However, any Party may bring before the Court the
25 question of whether the particular “CONFIDENTIAL” or “RESTRICTED -
26 ATTORNEYS’ EYES ONLY” Discovery Material can be disclosed to the
27 designated person(s) and the Party making the designation shall have the
28 burden of establishing before the Court the necessity for such designation.

1 **7. Inadvertent Disclosure**

- 2 a. If, through inadvertence, a Disclosing Party provides any “CONFIDENTIAL” or
3 “RESTRICTED - ATTORNEYS’ EYES ONLY” Discovery Material in this
4 litigation without marking the information as “CONFIDENTIAL” or
5 “RESTRICTED - ATTORNEYS’ EYES ONLY,” the Disclosing Party may
6 subsequently inform the Receiving Party in writing of the “CONFIDENTIAL” or
7 “RESTRICTED - ATTORNEYS’ EYES ONLY” nature of the disclosed
8 information, and the Receiving Party shall treat the disclosed information in
9 accordance with this Order after receipt of such written notice and make reasonable
10 efforts to retrieve any such material that has been disclosed to any person(s) or
11 entities not authorized to receive the material under the terms hereof. A Party
12 objecting to any such “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’
13 EYES ONLY” designation shall follow the procedures set forth in ¶ 2(d) above.
14 Prior disclosure of material later designated as “CONFIDENTIAL” or
15 “RESTRICTED - ATTORNEYS’ EYES ONLY” shall not constitute a violation of
16 this Order.
- 17 b. If “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY”
18 Discovery Material is disclosed to any person other than in the manner authorized
19 by this Order, the person(s) responsible for the disclosure must immediately bring
20 all pertinent facts relating to such disclosure to the attention of counsel for the
21 Disclosing Party and, if appropriate, to the Court and, without prejudice to other
22 rights and remedies of any party, take reasonable and appropriate measures to
23 prevent further disclosure by it or by the person who was the recipient of such
24 information.
- 25 c. If a Disclosing Party, through inadvertence, produces or provides Discovery
26 Material that it believes is subject to a claim of attorney-client privilege, work
27 product immunity, or any other privilege, the Disclosing Party may give written
28 notice to the Receiving Party that the Discovery Material is deemed privileged and

1 that return of the Discovery Material is requested. Upon such written notice, the
2 Receiving Party shall immediately gather the original and all copies of the
3 Discovery Material of which the Receiving Party is aware and shall immediately
4 return the original and all such copies to the Disclosing Party. Return of this
5 Discovery Material by the Receiving Party shall not preclude the Receiving Party
6 from later moving the Court to compel production of the returned Discovery
7 Material.

8 **8. Disposal on Final Disposition** - After the final resolution of this Action, including the
9 exhaustion of all appeals, each Party, unless otherwise agreed in writing by counsel for the
10 parties, shall have ninety (90) calendar days to notify the other party in writing whether it
11 wants (1) the return of its produced materials designated as “CONFIDENTIAL” or
12 “RESTRICTED - ATTORNEYS’ EYES ONLY,” including all copies, extracts, and
13 summaries thereof; or (2) the destruction of these materials by the party, person, or firm in
14 possession. Any documents, copies, extracts or summaries that constitute attorney work
15 product may be retained by counsel or destroyed. The return or destruction of these
16 materials shall occur within thirty (30) days after this written notice is received. The party
17 returning or destroying materials under this paragraph shall provide a written certificate to
18 the producing party attesting to the return or destruction of all designated materials.

19 **9. Continuing Jurisdiction** – Unless superseded by later order of the Court, this Order shall
20 remain in full force and effect after the final resolution and termination of this Action, and
21 the Parties further agree that the Court may enforce the terms of this Order and/or redress
22 any violations thereof.

23 **10. Modification of Order** – Nothing in this Order shall preclude any party from applying to
24 the Court for an appropriate modification of this Order; provided, however, that before
25 such an application, the Parties involved shall make a good faith effort to resolve the
26 matter by mutual agreement. Furthermore, the Parties may agree in writing, without
27 approval from the Court, on the exclusion of particular information, documents, answers or
28 responses from the scope of this Order.

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11. Notice – For the purposes of this Order, written notices shall be served upon counsel for the opposing party via e-mail and may be supplemented by facsimile or delivery by U.S. Mail or other courier. The date by which a party to this action receiving the notice shall respond, or otherwise take action, shall be computed from the date indicating that the original *e-mail* was received by the opposing party.

12. Other Proceedings – By entering this order and limiting the disclosure of information in this case, the Court does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or party subject to this Order who receives a written request, subpoena, or court order seeking disclosure of another party’s “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY” Discovery Material, such person shall promptly (no more than five (5) business days after receipt) notify counsel for the producing party of the request, subpoena, or court order and shall provide a copy of the same.

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13. Existing Obligations – Nothing in this Stipulated Protective Order shall be construed to constitute a novation of any existing obligations of confidentiality any Party may owe to the other Party. To the extent that they already exist, all such obligations remain in full force and effect notwithstanding the provisions of this particular order.

IT IS SO STIPULATED

/s/ Stephanie Buntin
W. West Allen, Esq.
Nevada Bar No. 5566
Stephanie Buntin, Esq.
Nevada Bar No. 12339
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/s/ Scott R. Daniel
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THE DANIEL FIRM
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*Attorneys for Plaintiffs Instantcert.com,
LLC & Steve Gloer*

*Attorney for Defendants Advanced Online
Learning, LLC & Brandon Perry*

Dated: July 2, 2012

Dated: July 1, 2012

IT IS SO ORDERED BY THIS COURT:


GEORGE FOLEY, JR.
United States Magistrate Judge

DATED: July 5, 2012

NOTE: This order is approved subject to the parties satisfying the required legal standards for sealing any document filed with the court or introduced as evidence in a hearing or at trial.

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EXHIBIT A

WRITTEN ACKNOWLEDGEMENT TO ABIDE BY THE TERMS OF THE STIPULATION
AND ORDER REGARDING CONFIDENTIALITY

I, _____, do solemnly swear that I have received a copy of the Stipulated Protective Order Governing Confidentiality that was entered into by the parties in connection with *InstantCert.com, LLC, et. al. v. Advanced Online Learning, et. al.*, Case No. 2:11-CV-01833- MMD-GWF, in the United States District Court for the District of Nevada, and I hereby agree to be bound by its terms and conditions. I recognize that during my participation in the handling and development of this case I may have occasion to read or hear of Discovery Material that is designated “CONFIDENTIAL” or “RESTRICTED - ATTORNEYS’ EYES ONLY.” I agree to use any such Discovery Material solely in connection with my participation in this case and for no other purpose, and state that I am not a business competitor of any of the Parties involved. I hereby submit to the jurisdiction of the United States District Court for the District of Nevada for the limited purpose of enforcing said Stipulated Protective Order, and this Acknowledgement, through contempt proceedings or other appropriate judicial remedies.

I am employed by _____ and my title is _____.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this ____ day of _____, 20__.

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CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b), I hereby certify that service of this **STIPULATED PROTECTIVE ORDER PURSUANT TO FED. R. CIV. P. 26(C)** was made this ____ day of _____, 20__ by depositing a copy for mailing, first class mail, postage prepaid, at Reno, Nevada, to the following:

W. West Allen, Esq.
Stephanie Buntin, Esq.
Lewis & Roca, LLP
3993 Howard Hughes Parkway
Suite 600
Las Vegas, Nevada 89169
wallen@lrlaw.com
sbuntin@lrlaw.com

Scott R. Daniel, Esq.
The Daniel Firm
200 South Virginia Street
8th Floor
Reno, Nevada 89501
scott.daniel@danielfirm.com

Print: _____