

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

STARWOOD HOTELS & RESORTS
WORLDWIDE, INC.,

Plaintiff,

- *against* -

HILTON HOTELS CORPORATION N/K/A
HILTON WORLDWIDE, ROSS KLEIN AND
AMAR LALVANI

Defendants.

No. 09-cv-3862 (SCR) (ECF Case)

~~CONFIDENTIAL~~ **AMENDED
STIPULATED PROTECTIVE
ORDER**

WHEREAS, documents, information and other materials that may be the subject of discovery in the above-captioned action (the "Action") may contain confidential, proprietary and possibly trade secret and other commercially and competitively sensitive information, and

WHEREAS, pursuant to 26(b)(1) of the Federal Rules of Civil Procedure, the parties recognize the need to protect all such information and have agreed to the entry of this Order.

IT IS HEREBY STIPULATED by and among the parties hereto, through their respective counsel of record, subject to approval of the Court, that a Stipulated Protective Order as set forth hereinafter be entered.

IT IS HEREBY ORDERED THAT:

1. This Order shall govern all documents, information and materials obtained or exchanged by the parties during discovery in this Action, including without limitation, from each other and from any other persons that may be added to this action and from non-parties, all information derived therefrom, and all copies, excerpts, or summaries thereof, including, but not limited to, materials and information produced pursuant to requests under the Federal Rules of Civil Procedure, including without limitation, hand-written, typed or electronic documents, and video or audio materials, electronic or otherwise, as well as answers to interrogatories, deposition

transcripts, responses to requests for admission, affidavits and other such material and information as may be produced or filed by the parties during the course of litigation between the parties (all collectively, "Discovery Materials"). With respect to Starwood documents, information and materials currently in the possession, custody or control of Defendants or their counsel, including without limitation, all such documents, information and materials that were ordered to be delivered by, or on behalf of, Defendants Ross Klein and Amar Lalvani to their respective counsel pursuant to the Preliminary Injunction entered in this Action any such documents, information and materials (hereafter, "Starwood PI Documents") shall be treated as HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY within the terms of this Order, without having been designated or labeled as such; until and including sixty (60) days after such Starwood PI Documents are produced to Starwood, at which time any such Starwood PI Documents so produced shall no longer be treated as HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY unless affirmatively designated as such by Starwood. As to Starwood PI Documents that were produced to Starwood prior to the date of this Order, such materials shall be treated as HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY within the terms of this Order, without having been designated or labeled as such; until and including June 29, 2010, at which time such Starwood PI Documents shall no longer be treated as HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY unless affirmatively designated as such by Starwood. All Starwood PI Documents shall be uniquely numbered by each Defendant and, for purposes of the two immediately preceding sentences, Starwood may make its affirmative designations by letter to counsel for Defendants referencing specific page numbers. Counsel of record for Defendants shall label all Starwood PI Documents to conform with Starwood's designations and this Order before any use of such documents in this action. Counsel of record for Defendants may retain copies of Starwood PI Documents consistent with

the terms of this Order and the Preliminary Injunction in this Action, and may share such documents as between themselves so long as all required confidentiality is maintained.

2. Parties may designate Discovery Materials and Starwood PI Documents as “CONFIDENTIAL: SUBJECT TO PROTECTIVE ORDER” (hereinafter “CONFIDENTIAL”) or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY: SUBJECT TO PROTECTIVE ORDER” (hereinafter “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY”). Additionally, nonparties to the Action may designate Discovery Materials that they produce in connection with the Action as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY consistent with, and pursuant to, the terms of this Protective Order if they agree to be bound hereby.

3. Discovery Materials and Starwood PI Documents designated as HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY may include, without limitation, material or information in the possession of the producing party that a party reasonably and in good faith believes constitutes: a trade secret; internal strategy or proprietary planning processes or other competitively sensitive non-public information; confidential research, development, or commercial information, whether embodied in physical objects, documents, or the factual knowledge of persons, and relating, without limitation to branding, development, or customer identification; non-public information relating to the producing party’s customers; and material or information in the producing party’s possession concerning which the producing party has a written obligation of confidentiality. Discovery Materials and Starwood PI Documents may be designated as HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY if the party reasonably and in good faith believes that such materials involve or contain information that is so competitively sensitive, valuable or secret that disclosing or displaying it to employees, officers and/or in-house counsel of opposing parties and/or non-parties would create a substantial risk of competitive harm to the party disclosing or producing such materials. The parties shall not

designate Discovery Materials and Starwood PI Documents as HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY unless the party reasonably and in good faith believes that it comprises or contains competitively sensitive technical, marketing, financial, sales, trade secrets, pending domestic and/or foreign intellectual property applications, or other information of such a competitively sensitive nature that a party reasonably fears competitive injury resulting from the disclosure of the information to any other party.

4. All documents produced or information disclosed (by way of deposition or otherwise in this action) that a party reasonably and in good faith believes reveals or concerns confidential data, proprietary information, and/or trade secrets of the most sensitive nature, consistent with Paragraph 3, supra, may be designated as HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY by the party producing said document or disclosing said information.

5. Other documents or information, including without limitation Starwood PI Documents, that are not as sensitive as those described as HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY in Paragraphs 3 and 4, supra, but which the producing party reasonably and in good faith believes have not been previously disclosed to the public and are of a confidential nature, may be designated as CONFIDENTIAL by the party producing said document or disclosing said information. Information that is available to the public, such as public catalogues and public advertising materials, shall not be designated CONFIDENTIAL.

6. The party asserting documents, information or materials is CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY must identify at the time of production or disclosure (or thereafter as permitted by this Order) what level of protection that party seeks, and for what particular aspect of the document or information it seeks protection, consistent with the requirements of this Order.

7. Parties may designate reproductions of CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents and materials, including, without limitation, any and all copies, summaries, descriptions, abstracts, or other documents that paraphrase, excerpt or otherwise reveal or contain CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY information, as defined herein, in tangible or electronic form, including, but not limited to, pleadings, declarations, briefs or other papers filed with the Court, and such reproduction materials shall be deemed CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY, as the case may be, and subject to the same limitations and receive the same protections afforded the underlying designated CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY material.

8. If a page or part of a court paper, discovery response (e.g., interrogatory answer or response to requests for admission), production document or thing, or deposition transcript contains information designated CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY by any party pursuant to this Order, those pages or parts shall be designated CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY pursuant to this Order. Court papers or discovery responses shall be designated as containing such information by prominently stamping or writing the words, "CONFIDENTIAL: SUBJECT TO PROTECTIVE ORDER" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY: SUBJECT TO PROTECTIVE ORDER" on the first page thereof. Parties designating court papers or discovery responses as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES" shall also provide a redacted non-confidential version of such court papers or discovery responses to all parties and, as appropriate, to the Court. In the event that a party makes documents and things available for inspection, all such documents shall initially be treated as HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY, and shall then be properly designated by labeling them under the terms of this Order at the time that copies of such

documents are produced (or thereafter as provided for in this Order). Production of documents or things shall be designated as containing information under this Order by stamping or writing the words, "CONFIDENTIAL: SUBJECT TO PROTECTIVE ORDER" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY: SUBJECT TO PROTECTIVE ORDER" on each page or thing containing such information prior to the production thereof by the producing party to another party hereto. Deposition transcripts or portions thereof shall be designated as containing either CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY information under this Order by: (i) designating that portion of the deposition transcript as containing "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY" information during the deposition, or (ii) sending a written notice to that effect to the parties to this action within thirty (30) days from the date the deposition transcript becomes available to the parties. During that thirty (30) day period, the deposition transcript shall be treated as though it were designated HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY, unless the parties shall have otherwise agreed.

9. Information designated or deemed to be designated as "CONFIDENTIAL: SUBJECT TO PROTECTIVE ORDER" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY: SUBJECT TO PROTECTIVE ORDER" will be subject to all of the provisions of this Order. All other Discovery Materials will be subject to paragraphs 23 and 24 of this Order.

10. All Discovery Materials exchanged between the parties in this action and Starwood PI Documents that are designated or deemed to be designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY under the provisions of this Order shall be used (and disclosed only pursuant to the terms of this Order) solely for the prosecution, defense or settlement of the claims in (i) this Action, or (ii) parallel criminal or regulatory investigations or proceedings (provided that, to the extent practicable, confidentiality safeguards similar to this Order are in place in those proceedings). In no event shall any information that is

treated as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY under this Order be used for any business, commercial, competitive, personal or other purpose.

11. Any pages or parts of court papers, discovery responses, production documents or things, or deposition transcripts filed with the Court in this action that have been designated as containing CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY information, as defined above, or any pages or parts of court papers purporting to reproduce or paraphrase such information, shall be maintained under seal by filing the same with the Court in a sealed envelope or other appropriate sealed container on which shall be endorsed the title and docket number of this action, an indication of the nature of the contents of such sealed envelope or other container, the words "CONFIDENTIAL: SUBJECT TO PROTECTIVE ORDER", or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY: SUBJECT TO PROTECTIVE ORDER" and a statement substantially in the following form:

THIS ENVELOPE CONTAINS CONFIDENTIAL INFORMATION FILED IN THIS CASE BY [NAME OF PARTY] AND IS NOT TO BE OPENED NOR THE CONTENTS THEREOF TO BE DISPLAYED OR REVEALED, EXCEPT BY ORDER OF THE COURT.

12. Except as otherwise provided for in this Agreement, any documents, information and materials designated as HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY shall be made available to only the following persons:

(a) Counsel of record for any party, including its paralegals, office personnel and other employees thereof who have a need to access the documents, information and materials for purposes related to this Action.

(b) Those employed in the course of assisting counsel of record for any party, including, without limitation, consulting and testifying experts (if, but only if, such experts are not employees of Starwood or Hilton or of a competing hotel company of Starwood or Hilton), data recovery vendors, graphics consultants, and outside copy services, provided that each such person (or in the case of an entity, an authorized person on behalf of the entity) sign a document (in the form of Exhibit A hereto). The signed document shall be kept by the counsel who engaged such third party.

(c) The Court, court reporters, and court personnel in any further proceeding herein.

(d) Defendants Ross Klein and Amar Lalvani, provided that each agrees in writing that such designated information may be used solely for purposes permitted in Paragraph 10, *supra*, that such designated information is to be made available to them by their counsel in their counsel's office, and that they are not permitted to copy or remove any such designated materials in any form.

(e) No more than five (5) identified full-time employees from Starwood and Hilton each to assist counsel in the review of designated materials as counsel believes necessary, so long as before any such materials is provided each such employee shall execute an undertaking (in the form of Exhibit A hereto), which shall promptly be provided to the producing party.

(f) Such other persons as the parties may agree to in writing or as the Court may, upon notice and hearing, direct.

13. Except as otherwise provided for in this Agreement, any documents, information and materials designated as CONFIDENTIAL shall be made available only to the following persons:

(a) Those persons identified in Paragraphs 12(a) to (e).

(b) No more than five (5) in-house employees or consultants for the party receiving such information (in addition to the five persons designated pursuant to section 12(e)). Before any such designated materials are provided to such persons, that person shall execute an undertaking (in the form of Exhibit A hereto), which shall promptly be provided to the producing party.

(c) Such other persons as the parties may agree to in writing or as the Court may, upon notice and hearing, direct.

14. All persons (or in the case of an entity, an authorized person on behalf of the entity) having access to documents, information and materials covered by this Order (other than those persons referred to in Paragraph 12(a) and (c), *supra*) shall be given a copy of this Order prior to receiving such CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials, and its provisions shall be explained to such person by an attorney. Each such person (or in the case of an entity, an authorized person on behalf of the entity), prior to receiving any CONFIDENTIAL or HIGHLY CONFIDENTIAL

ATTORNEYS' EYES ONLY documents, information and materials, shall agree not to disclose such CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials (or any information derived therefrom) to anyone not permitted access by this Order and not to disclose or make use of any such CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials other than for purposes of (i) this Action, consistent with the terms of this Order or (ii) any parallel criminal or regulatory investigations or proceedings (provided that, to the extent practicable, confidentiality safeguards similar to this Order are in place in those proceedings). Experts who are permitted access to CONFIDENTIAL and/or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials shall not perform brand-related work as an employee of Starwood or Hilton or a competing hotel company for a period of twelve (12) months following the completion of all work related to this Action.

15. Notwithstanding the foregoing, if officers or employees of the respective parties are believed to need access to material for mediation or settlement of this Action and/or parallel governmental investigations and proceedings, the parties through their counsel will cooperate in advance of any disclosure in trying to reach agreement among themselves as to what information may be supplied to predesignated persons for these purposes under the provisions of and in accordance with this Order and if necessary thereafter, in promptly jointly referring this issue to the Court.

16. Notwithstanding any provisions of this Order, a party may disclose (a) its own CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials as it sees fit; (b) another party's CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials to any current or former officer or employee of that other party, provided that, in the case of a former officer or employee, there is indicia or a good faith basis that the former officer

or employee had earlier seen or received it; (c) a non-party's CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials as produced by that non-party to any current or former officer or employee of that non-party.

17. Without losing the status thereof, CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials may also be disclosed to the Court, its clerk and secretaries, jurors and any court reporter retained to record testimony at trial or any deposition or hearing in this action. In the event that this Action proceeds to trial by jury, the parties will seek guidance from the Court as to the handling of CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials, including, without limitation, redacting the confidentiality legend provided for herein before such documents, information and materials are displayed to the jury or moved into evidence at trial.

18. CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials may be used in the course of a deposition or testimony taken, or in the preparation for the deposition or testimony (or possible deposition or testimony), or interviews of (a) any expert, (b) any present or former employee of the producing or designating party, (c) any individual purported to be an author, recipient, either as an addressee or a copyholder, or referred to in a document containing such CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY information, or (d) any individual for which there is a good faith basis that the person had earlier seen or received such CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY documents, information and materials. CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials may also be used in any other deposition with the consent of the party producing such CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY information or by Order of the Court.

19. If at any time a party objects to a designation of documents, information and materials as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY, the objecting party shall notify the designating party in writing. The notice shall identify the documents, information and materials in question and set forth in reasonable detail the reasons why it is not entitled to the designated treatment. Following delivery of such notice, counsel shall confer in good faith in an effort to resolve the objection. If the contested designation has not been withdrawn within fifteen (15) days following the completion of such good faith conferral, the objecting party may apply to the Court, on notice, for a ruling as to the CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY nature of the material, provided that counsel for the moving party has conferred with counsel for the designating party in an effort in good faith to resolve by agreement any dispute regarding the designation of such material. The documents, information and materials shall be treated as designated by the producing party until the trial Court rules on the application. In the event that the exigencies of litigation require earlier Court intervention, a party may seek Court expedited intervention, provided that the request is accompanied by a declaration of counsel of record establishing good cause for such expedited review as well as prior good faith conferral with counsel for the designating party.

20. At the conclusion of this Action, including any appeals, and any parallel criminal or regulatory proceedings brought by the government, the originals of all documents, information and materials designated and deemed designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY and remaining subject to this Order, and all photocopies or electronic copies thereof, including those provided to outside experts and other non-parties, shall, within forty-five (45) days of a written request, be returned to the producing party (or parties shall certify in writing that they have utilized reasonable best efforts to destroy), except that no party shall be obliged to return or certify the destruction of any documents,

information or materials (or any photocopies or electronic copies thereof) that were admitted into evidence at trial or properly become part of the public record in this Action.

21. Except as otherwise set forth herein, this Order shall not be construed to apply to (a) documents, information and materials that were lawfully in the possession of and have been lawfully retained by a party or a non-party (or its counsel) prior to disclosure by the producing party; or (b) documents, information and materials that is in the public domain prior to or during the pendency of this Action through no fault of the nonproducing party.

22. If a party, through inadvertence, produces or provides discovery of any CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials without labeling or marking it with the appropriate confidentiality legend as provided for in this Order, that is not an admission that the documents, information and materials is not entitled to protection under this Order and the producing party may give written notice to the receiving party or parties that the documents, information and materials contains CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY information and should be treated as such in accordance with the appropriate provisions of this Order. Upon receipt of such notice, and upon receipt of designated documents, the receiving party or parties shall return or certify in writing the destruction of said undesignated documents and things and *not retain copies thereof and shall treat such designated documents, information and materials as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY information.* Good faith disclosure of such documents, information and materials prior to receipt of such notice to a receiving party or parties not authorized to receive CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY information shall not be deemed a violation of this Order. However, once a receiving party is given notice by the producing party of the designated confidential nature of such unmarked information, the receiving party shall make all reasonable efforts to obtain the return of such undesignated information from all parties who

received such information but who are not entitled to access to CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY documents, information and materials under this Order.

23. There is no automatic waiver of the attorney-client privilege, the attorney work-product immunity or other applicable privilege, protection or immunity ("Privilege") should documents, information and materials be produced inadvertently that the producing party claims is protected from disclosure by Privilege, so long as the producing party provides written notice of the inadvertent production and states the asserted Privilege within a reasonable time after actually becoming aware of the inadvertent production. Upon receiving such notice, the receiving party shall within five (5) business days return or certify in writing the destruction of the originals and all copies of the documents, information and materials inadvertently produced which the producing party claims is protected from disclosure by Privilege. If the receiving party disputes inadvertent production, the asserted Privilege, that notice was provided within a reasonable time, or raises any other grounds recognized by law, then the receiving party shall so notify the producing party in writing at the time the documents, information and materials are returned to the producing party, or within a reasonable time thereafter. After conferring in good faith in an effort to resolve any dispute, the receiving party may file a motion with the Court to compel production of such documents, information and materials. If such a motion is filed, the producing party shall have the burden of demonstrating Privilege, inadvertent production, or that notice was provided within a reasonable time.

24. The parties agree to reserve all rights, remedies, claims and defenses in the Action, and nothing in this Order may be construed as an admission or waiver of any right, remedy, claim or defense, including, without limitation, the right to contest that particular documents, information and materials are in fact confidential, proprietary or trade secret, or that adequate efforts were undertaken to keep such documents, information and materials confidential

from competitors, customers or the public at large. The parties shall act in good faith in designating and contesting the designation of documents, information and materials as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY. In that regard: (a) the receipt of any documents, information and materials designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY from the producing party shall not be construed as agreement by the receiving party that any such documents, information and materials is in fact confidential, and shall not operate as a waiver of the receiving party's right to challenge any such designation as provided herein; (b) none of the parties hereto shall be obligated to challenge the propriety or correctness of the designation of material as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY and a failure to do so shall not preclude a subsequent challenge to such status. The burden of proof with respect to the propriety or correctness of any designation of material as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY shall rest on the designating party.


25. If any non-party (including any governmental authority or agency) subpoenas, formally requests or moves to compel the disclosure of documents, information and materials designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY pursuant to this Order, in any legal or regulatory investigation or proceeding, the party receiving the request shall, before producing or disclosing such documents, materials or information and as promptly as possible, provide notice to the designating party so that such party may be heard as to whether the documents, materials and information at issue should be produced or disclosed; provided however that such notice to the designating party is not prohibited by law, statute, regulation or court order.

26. This Order is without prejudice to the right of a party hereto to seek relief from the Court, upon notice and for good cause shown, from any of the provisions or restrictions provided herein.

This Order shall become effective immediately, and shall remain in effect during the pendency of this suit unless otherwise ordered by the Court.


SO ORDERED:

June 30
May __, 2010


UNITED STATES DISTRICT JUDGE

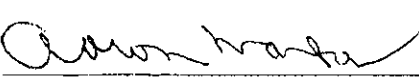
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~~By: _____~~

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By: _____

By: CM

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EXHIBIT A

**AGREEMENT TO COMPLY WITH
STIPULATED PROTECTIVE ORDER**

I hereby acknowledge receipt of Confidential and/or Highly Confidential-Attorneys' Eyes Only materials, as defined in the Stipulated Protective Order, entered by the Court on _____, 2010, in the case of *Starwood Hotels & Resorts Worldwide, Inc. v. Hilton Hotels Corporation n/k/a/ Hilton Worldwide, Ross Klein and Amar Lalvani*, No. 09-cv-3862 (the "Order").

I certify my understanding that such Confidential and/or Highly Confidential-Attorneys' Eyes Only materials are provided to me pursuant to the terms and restrictions of the Order. I further certify that I have been given a copy of and have read said Order. I have been advised by counsel in this case that my access to the documents and information is conditioned upon my agreement to be bound by the Order. I understand that I am to retain control of any copies of any of the aforesaid Confidential and/or Highly Confidential-Attorneys' Eyes Only materials and that, upon completion of my assigned duties, I shall be responsible for the identification and disposition of the Confidential and/or Highly Confidential-Attorneys' Eyes Only materials, including any copies of Confidential and/or Highly Confidential-Attorneys' Eyes Only materials, pursuant to the terms of the Order. I further agree to notify any stenographic or clerical personnel who are required to assist me, of the terms of said Order. I also agree not to disseminate such information, except as permitted by said Order or a further order of the Court. I hereby agree to be bound by the terms of the Order.

Date: _____, 20__

Signature

Printed Name

Printed Address