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10 Attorneys for Plaintiffs and Cross-Defendants
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 12 TEHACHAPI, LLC, SAUGATUCK ENERGY, LLC
 and DAVID MURPHY

13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA**

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 17 HELO ENERGY LLC, a Delaware
 18 limited liability company, SAND
 19 CANYON OF TEHACHAPI, LLC, a
 20 California limited liability company,
 and SAUGATUCK ENERGY, LLC, a
 Connecticut limited liability company,
 Plaintiffs,

21 v.

22 JEFREY HOGGAN, an individual,
 23 KENT A. HOGGAN, an individual,
 24 HEATHER K. KANN, an individual,
 25 DAVID L. PITCHER, a/k/a "David
 26 Lawrence," an individual, EAGLE
 27 ENERGY, LLC, a Utah limited
 liability company, GLJ, LLC, a Utah
 limited liability company,
 SOUTHERN CALIFORNIA EDISON
 COMPANY, a California corporation,
 and DOES 1 through 10, inclusive,
 Defendants.

Case No. CV14-06648-DSF (ASx)

Assigned to Hon. Alka Sagar for
 Purposes of Discovery

**~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER
 BETWEEN PLAINTIFFS AND
 DEFENDANTS**

Complaint Filed: March 28, 2012

FAC Filed: July 24, 2014

Notice of Removal
 Filed: August 25, 2014

1 GLJ, LLC, a Utah limited liability
2 company,

Cross-Complainant,

3 v.

4 HELO ENERGY, LLC, a Delaware
5 limited liability company, SAND
6 CANYON OF TEHACHAPI, LLC, a
7 California limited liability company,
8 SAUGATUCK ENERGY, LLC, a
9 Connecticut limited liability company,
10 RAR ENERGY CONSULTING, LLC,
11 a California limited liability company,
12 FISHCREEK CAPITAL FUNDING
13 L.P., a business entity of form
14 unknown, and ROES 1 through 50,
15 inclusive,

Cross-Defendants.

11 EAGLE ENERGY, LLC, a Utah
12 limited liability company,

Cross-Complainant,

13 v.

14 RUDY SAENZ, an individual, DAVID
15 MURPHY, an individual, MIKE
16 CLARY, an individual, LIGHTWAVE
17 TECHNOLOGIES, INC.,
18 LIGHTWAVE ENERGY, LLC, HELO
19 ENERGY, LLC f/k/a SAN CANYON
20 HOLDCO, LLC a/k/a SC HOLDCO,
21 LLC, SAUGATUCK ENERGY, LLC,
22 RAR CONSULTING, LLC,
23 RICHARD REDOGLIA, an individual,
24 DYNAMIC ENERGY PARTNERS,
25 LLC, GLJ, LLC, HEATHER KANN,
26 an individual, and ROES 1 through 50,
27 inclusive,

Cross-Defendants.

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STIPULATED PROTECTIVE ORDER

Plaintiffs and Cross-Defendants Helo Energy, LLC, Sand Canyon of Tehachapi, LLC, Saugatuck Energy, LLC and David Murphy (“Plaintiffs”) and Defendants and Cross-Complainants Jeffrey Hoggan, Kent Hoggan, Eagle Energy, LLC, Heather Kann, David Pitcher, and GLJ, LLC (“Defendants”) (collectively, the “Parties”), by and through their undersigned attorneys, and subject to the approval of the Court, hereby stipulate and agree that the following Stipulated Protective Order (“Stipulated Protective Order” or “Order”) shall govern the designation, disclosure and use of confidential information, documents and things produced in this case.

1. **A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under applicable legal principles. The Parties further acknowledge that this Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be 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

This action is likely to involve trade secrets and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other

1 than prosecution of this action is warranted. This action will also involve
2 confidential information produced by the California Independent System Operator
3 Corporation (“CAISO”), including but not limited to information that may meet the
4 definition of “Critical Energy Infrastructure Information” pursuant to 18 CFR
5 §388.113, et seq. Such confidential and proprietary materials and information
6 consist of, among other things, confidential business or financial information,
7 critical energy infrastructure information, information regarding confidential
8 business practices, or other confidential research, development, or commercial
9 information (including information implicating privacy rights of third parties),
10 information otherwise generally unavailable to the public, or which may be
11 privileged or otherwise protected from disclosure under state or federal statutes,
12 court rules, case decisions, or common law. Accordingly, to expedite the flow of
13 information, to facilitate the prompt resolution of disputes over confidentiality of
14 discovery materials, to adequately protect information the Parties are entitled to
15 keep confidential, to ensure that the Parties are permitted reasonable necessary uses
16 of such material in preparation for and in the conduct of trial, to address their
17 handling at the end of the litigation, and serve the ends of justice, a protective order
18 for such information is justified in this matter. It is the intent of the Parties that
19 information will not be designated as confidential for tactical reasons and that
20 nothing be so designated without a good faith belief that it has been maintained in a
21 confidential, non-public manner, and there is good cause why it should not be part
22 of the public record of this case.

23 **2. DEFINITIONS**

24 2.1 **“Action”**: This pending lawsuit and any subsequent proceedings
25 between any of the Parties and Southern California Edison (“SCE”) concerning the
26 Power Purchase and Sale Agreement at issue in this lawsuit, including but not limited
27 to any mediation and/or arbitration with SCE.

28 2.2 **“Challenging Party”**: A Party or Non-Party that challenges the

1 designation of information or items under this Order.

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

6 2.4 “Counsel”: Outside Counsel of Record and House Counsel (as well as
7 their support staff).

8 2.5 “Designating Party”: A Party or Non-Party that designates
9 information or items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL.”

11 2.6 “Disclosure or Discovery Material”: All items or information,
12 regardless of the medium or manner in which it is generated, stored, or maintained
13 (including, among other things, testimony, transcripts, and tangible things), that are
14 produced or generated in disclosures or responses to discovery in this matter.

15 2.7 “Expert”: A person with specialized knowledge or experience in a
16 matter pertinent to the litigation who has been retained by a Party or its counsel to
17 serve as an expert witness or as a consultant in this Action.

18 2.8 “House Counsel”: Attorneys who are employees of a party to this
19 Action. House Counsel does not include Outside Counsel of Record or any other
20 outside counsel.

21 2.9 “Non-Party”: Any natural person, partnership, corporation,
22 association, or other legal entity not named as a Party to this action.

23 2.10 “Outside Counsel of Record”: Attorneys who are not employees of a
24 party to this Action but are retained to represent or advise a party to this Action and
25 have appeared in this Action on behalf of that party or are affiliated with a law firm
26 which has appeared on behalf of that party, and includes support staff.

27 2.11 “Party”: Any party to this Action, including all of its officers,
28 directors, employees, consultants, retained experts, and Outside Counsel of Record

1 (and their support staffs).

2 2.12 “Producing Party”: A Party or Non-Party that produces Disclosure or
3 Discovery Material in this Action.

4 2.13 “Professional Vendors”: Persons or entities that provide litigation
5 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
6 demonstrations, and organizing, storing, or retrieving data in any form or medium)
7 and their employees and subcontractors.

8 2.14 “Protected Material”: Any Disclosure or Discovery Material that is
9 designated as “CONFIDENTIAL.”

10 2.15 “Receiving Party”: A Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12 3. SCOPE

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

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

20 4. DURATION

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

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
28 contains protected material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the protected
2 portion(s) (e.g., by making appropriate markings in the margins).

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

15 (b) for testimony given in depositions that the Designating Party identify
16 the Disclosure or Discovery Material on the record, before the close of the
17 deposition all protected testimony.

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

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party’s right to secure protection under this Order for such
27 material. Upon timely correction of a designation, the Receiving Party must make
28 reasonable efforts to assure that the material is treated in accordance with the

1 provisions of this Order.

2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
4 designation of confidentiality at any time that is consistent with the Court's
5 Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
7 resolution process under Local Rule 37.1 et seq.

8 6.3 The burden of persuasion in any such challenge proceeding shall be on
9 the Designating Party. Frivolous challenges, and those made for an improper
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
11 parties) may expose the Challenging Party to sanctions. Unless the Designating
12 Party has waived or withdrawn the confidentiality designation, all parties shall
13 continue to afford the material in question the level of protection to which it is
14 entitled under the Producing Party's designation until the Court rules on the
15 challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is
18 disclosed or produced by another Party or by a Non-Party in connection with this
19 Action only for prosecuting, defending, or attempting to settle this Action. Such
20 Protected Material may be disclosed only to the categories of persons and under the
21 conditions described in this Order. When the Action has been terminated, a
22 Receiving Party must comply with the provisions of section 13 below (FINAL
23 DISPOSITION).

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

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
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1 otherwise ordered by the court or permitted in writing by the Designating Party, a
2 Receiving Party may disclose any information or item designated
3 “CONFIDENTIAL” only to:

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

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

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

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action;

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

19 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing
21 party requests that the witness sign the form attached as Exhibit A hereto; and
22 (2) they will not be permitted to keep any confidential information unless they sign
23 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
24 agreed by the Designating Party or ordered by the court. Pages of transcribed
25 deposition testimony or exhibits to depositions that reveal Protected Material may
26 be separately bound by the court reporter and may not be disclosed to anyone
27 except as permitted under this Order; and
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1 (i) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
4 PRODUCED IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this Action as
7 “CONFIDENTIAL,” that Party must:

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

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

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

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

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

26 (a) The terms of this Order are applicable to information produced by a
27 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
28 produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

15 (c) If the Non-Party fails to seek a protective order from this court within
16 14 days of receiving the notice and accompanying information, the Receiving Party
17 may produce the Non-Party's confidential information responsive to the discovery
18 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
19 not produce any information in its possession or control that is subject to the
20 confidentiality agreement with the Non-Party before a determination by the court.
21 Absent a court order to the contrary, the Non-Party shall bear the burden and
22 expense of seeking protection in this court of its Protected Material.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best
28 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the

1 person or persons to whom unauthorized disclosures were made of all the terms of
2 this Order, and (d) request such person or persons to execute the “Acknowledgment
3 and Agreement to Be Bound” that is attached hereto as Exhibit A.

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
5 PROTECTED MATERIAL

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

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Order no Party waives any right it otherwise would have to object to disclosing or
21 producing any information or item on any ground not addressed in this Stipulated
22 Protective Order. Similarly, no Party waives any right to object on any ground to
23 use in evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material
26 may only be filed under seal pursuant to a court order authorizing the sealing of the
27 specific Protected Material at issue. If a Party's request to file Protected Material
28 under seal is denied by the court, then the Receiving Party may file the information

1 in the public record unless otherwise instructed by the court.

2 12.4 Modification. The provisions of this Order may be modified at any
3 time by stipulation of the parties and approval by order of this Court, or upon
4 Motion for good cause shown.

5 13. FINAL DISPOSITION

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

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

27 IT IS SO STIPULATED.
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Dated: August 25, 2015

SHEPPARD MULLIN RICHTER &
HAMPTON LLP

By: /s/ Jonathan D. Moss

JOHN A. YACOVELLE
MARISA B. MILLER
JONATHAN D. MOSS
Attorneys for Plaintiffs and Cross-
Defendants
HELO ENERGY, LLC, SAND
CANYON OF TEHACHAPI, LLC,
SAUGATUCK ENERGY, LLC and
DAVID MURPHY

Dated: August 25, 2015

SNOW, CHRISTENSEN &
MARTINEAU

By: /s/ Samuel Alba

SAMUEL ALBA
RODNEY R. PARKER
Attorneys for Defendant
JEFREY HOGGAN

DATED: August 24, 2015

SAGE LAW PARTNERS

By: /s/ Ryan M. Nord

RYAN M. NORD

Attorneys for Defendants and Cross-
Complainants
KENT HOGGAN, EAGLE ENERGY,
LLC, HEATHER KANN, DAVID
PITCHER, GLJ, LLC

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Attestation Regarding Signatures

I, Jonathan D. Moss, attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

DATED: August 25, 2015

/s/ Jonathan D. Moss

JONATHAN D. MOSS

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: August 26, 2015

/ s /

HONORABLE ALKA SAGAR
United States Magistrate Judge

EXHIBIT A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

HELO ENERGY LLC, a Delaware limited liability company, SAND CANYON OF TEHACHAPI, LLC, a California limited liability company, and SAUGATUCK ENERGY, LLC, a Connecticut limited liability company,
Plaintiffs,

v.

JEFREY HOGGAN, an individual, KENT A. HOGGAN, an individual, HEATHER K. KANN, an individual, DAVID L. PITCHER, a/k/a "David Lawrence," an individual, EAGLE ENERGY, LLC, a Utah limited liability company, GLJ, LLC, a Utah limited liability company, SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, and DOES 1 through 10, inclusive,
Defendants.

Case No. CV14-06648-DSF (ASx)
Assigned to Hon. Alka Sagar for
Purposes of Discovery

And All Related Cross-Claims.

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, (print or type full name) _____,
declare under penalty of perjury under the laws of the State of California that the following statements are true and correct:

I reside in _____ County, in the state of _____. I am employed by (state name and address of employer) _____ as (state position) _____.

1 1. I have read the Stipulated Protective Order in this proceeding, a copy
2 of which has been given to me.

3 2. I understand and agree to comply with and be bound by the provisions
4 of the Order upon receipt of any “Confidential” information, document, or thing.

5 3. I will be personally subject to the Order and all of its requirements and
6 procedures, and will be subject to the Court’s jurisdiction for enforcement of the
7 Order.

8

9 Executed at _____ on this _____ day of _____,
10 _____.

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(Signature)

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