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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

STETINA BRUNDA GARRED & BRUCKER
75 ENTERPRISE, SUITE 250
ALISO VIEJO, CALIFORNIA 92656
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WJG, LLC, a Nevada limited liability company,

Plaintiff,

GREENSKIN SEALS, a Canadian entity; MAINLINE BACKFLOW PRODUCTS, a Canadian entity, and DOES 1-10, inclusive,

Defendants.

Case No.: 2:15-cv-03641 BRO (GJSx)

**PROTECTIVE ORDER ON
STIPULATION OF THE
PARTIES**

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 from 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 Stipulated Protective 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 the applicable

1 legal principles.

2 **B. GOOD CAUSE STATEMENT**

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

25 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

26 The parties further acknowledge, as set forth in Section 12.3, below, that this
27 Stipulated Protective Order does not entitle them to file confidential information
28 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and

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

3 There is a strong presumption that the public has a right of access to judicial
4 proceedings and records in civil cases. In connection with non-dispositive motions,
5 good cause must be shown to support a filing under seal. See *Kamakana v. City and*
6 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
7 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
8 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
9 good cause showing), and a specific showing of good cause or compelling reasons
10 with proper evidentiary support and legal justification, must be made with respect to
11 Protected Material that a party seeks to file under seal. The parties' mere designation
12 of Disclosure or Discovery Material as CONFIDENTIAL or CONFIDENTIAL
13 ATTORNEYS EYES ONLY does not—without the submission of competent
14 evidence by declaration, establishing that the material sought to be filed under seal
15 qualifies as confidential, privileged, or otherwise protectable—constitute good cause.

16 Further, if a party requests sealing related to a dispositive motion or trial, then
17 compelling reasons, not only good cause, for the sealing must be shown, and the
18 relief sought shall be narrowly tailored to serve the specific interest to be protected.
19 See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
20 item or type of information, document, or thing sought to be filed or introduced under
21 seal in connection with a dispositive motion or trial, the party seeking protection must
22 articulate compelling reasons, supported by specific facts and legal justification, for
23 the requested sealing order. Again, competent evidence supporting the application to
24 file documents under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectable in
26 its entirety will not be filed under seal if the confidential portions can be redacted. If
27 documents can be redacted, then a redacted version for public viewing, omitting only
28 the confidential, privileged, or otherwise protectable portions of the document, shall

1 be filed. Any application that seeks to file documents under seal in their entirety
2 should include an explanation of why redaction is not feasible.

3 2. DEFINITIONS

4 2.1 Action: *WJG, LLC v. Greenskin Seals, et al; Case No. 2:15-cv-03641*
5 *BRO (GJSx)*.

6 2.2 Challenging Party: a Party or Non-Party that challenges the designation
7 of information or items under this Order.

8 2.3 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS EYES
9 ONLY” Information or Items: information (regardless of how it is generated, stored
10 or maintained) or tangible things that qualify for protection under Federal Rule of
11 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
13 their support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL.”

17 2.6 Disclosure or Discovery Material: all items or information, regardless of
18 the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are produced or
20 generated in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as
23 an expert witness or as a consultant in this Action.

24 2.8 House Counsel: attorneys who are employees of a party to this Action.
25 House Counsel does not include Outside Counsel of Record or any other outside
26 counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association or
28 other legal entity not named as a Party to this action.

1 2.10 Outside Counsel of Record: attorneys who are not employees of a party
2 to this Action but are retained to represent or advise a party to this Action and have
3 appeared in this Action on behalf of that party or are affiliated with a law firm that
4 has appeared on behalf of that party, and includes support staff.

5 2.11 Party: any party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.13 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS EYES
16 ONLY”.

17 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
18 from a Producing Party.

19 3. SCOPE

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

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

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1 4. DURATION

2 Once a case proceeds to trial, information that was designated as
3 CONFIDENTIAL or CONFIDENTIAL ATTORNEYS EYES ONLY or maintained
4 pursuant to this protective order used or introduced as an exhibit at trial becomes
5 public and will be presumptively available to all members of the public, including the
6 press, unless compelling reasons supported by specific factual findings to proceed
7 otherwise are made to the trial judge in advance of the trial. See Kamakana, 447 F.3d
8 at 1180-81 (distinguishing “good cause” showing for sealing documents produced in
9 discovery from “compelling reasons” standard when merits-related documents are
10 part of court record). Accordingly, the terms of this protective order do not extend
11 beyond the commencement of the trial.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

1 designation.

2 5.2 Manner and Timing of Designations. Except as otherwise provided in
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
5 under this Order must be clearly so designated before the material is disclosed or
6 produced.

7 Designation in conformity with this Order requires:

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

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

28 (b) for testimony given in depositions that the Designating Party identifies the

1 Disclosure or Discovery Material on the record, before the close of the deposition all
2 protected testimony.

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

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive the
11 Designating Party’s right to secure protection under this Order for such material.
12 Upon timely correction of a designation, the Receiving Party must make reasonable
13 efforts to assure that the material is treated in accordance with the provisions of this
14 Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court’s
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process under Local Rule 37.1 et seq.

21 6.3 The burden of persuasion in any such challenge proceeding shall be on
22 the Designating Party. Frivolous challenges, and those made for an improper purpose
23 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
24 expose the Challenging Party to sanctions. Unless the Designating Party has waived
25 or withdrawn the confidentiality designation, all parties shall continue to afford the
26 material in question the level of protection to which it is entitled under the Producing
27 Party’s designation until the Court rules on the challenge.
28

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION).

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

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

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

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

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

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

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

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) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
6 not be permitted to keep any confidential information unless they sign the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
8 agreed by the Designating Party or ordered by the court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal Protected Material may be
10 separately bound by the court reporter and may not be disclosed to anyone except as
11 permitted under this Stipulated Protective Order; and

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

14 7.3 Disclosure of “CONFIDENTIAL ATTORNEYS EYES ONLY”
15 Information or Items. Unless otherwise ordered by the court or permitted in writing
16 by the Designating Party, a Receiving Party may disclose any information or item
17 designated “CONFIDENTIAL” only to:

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

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

24 (c) the court and its personnel;

25 (d) court reporters and their staff;

26 (e) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (f) 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 (g) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
6 not be permitted to keep any confidential information unless they sign the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
8 agreed by the Designating Party or ordered by the court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal Protected Material may be
10 separately bound by the court reporter and may not be disclosed to anyone except as
11 permitted under this Stipulated Protective Order; and

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

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
15 PRODUCED IN OTHER LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation
17 that compels disclosure of any information or items designated in this Action as
18 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS EYES ONLY” that Party
19 must:

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

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

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

28 If the Designating Party timely seeks a protective order, the Party served with

1 the subpoena or court order shall not produce any information designated in this
2 action as “CONFIDENTIAL” before a determination by the court from which the
3 subpoena or order issued, unless the Party has obtained the Designating Party’s
4 permission. The Designating Party shall bear the burden and expense of seeking
5 protection in that court of its confidential material and nothing in these provisions
6 should be construed as authorizing or encouraging a Receiving Party in this Action to
7 disobey a lawful directive from another court.

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

10 (a) The terms of this Order are applicable to information produced by a Non-
11 Party in this Action and designated as “CONFIDENTIAL.” Such information
12 produced by Non-Parties in connection with this litigation is protected by the
13 remedies and relief provided by this Order. Nothing in these provisions should be
14 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

27 (c) If the Non-Party fails to seek a protective order from this court within 14
28 days of receiving the notice and accompanying information, the Receiving Party may

1 produce the Non-Party's confidential information responsive to the discovery request.
2 If the Non-Party timely seeks a protective order, the Receiving Party shall not
3 produce any information in its possession or control that is subject to the
4 confidentiality agreement with the Non-Party before a determination by the court.
5 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
6 of seeking protection in this court of its Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
17 PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other protection,
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
22 may be established in an e-discovery order that provides for production without prior
23 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
24 parties reach an agreement on the effect of disclosure of a communication or
25 information covered by the attorney-client privilege or work product protection, the
26 parties may incorporate their agreement in the stipulated protective order submitted to
27 the court.
28

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order, no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
11 only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party’s request to file Protected Material
13 under seal is denied by the court, then the Receiving Party may file the information in
14 the public record unless otherwise instructed by the court.

15 13. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in paragraph 4, within 60
17 days of a written request by the Designating Party, each Receiving Party must return
18 all Protected Material to the Producing Party or destroy such material. As used in this
19 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
20 summaries, and any other format reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving
22 Party must submit a written certification to the Producing Party (and, if not the same
23 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
24 (by category, where appropriate) all the Protected Material that was returned or
25 destroyed and (2) affirms that the Receiving Party has not retained any copies,
26 abstracts, compilations, summaries or any other format reproducing or capturing any
27 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
28 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing

1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
2 reports, attorney work product, and consultant and expert work product, even if such
3 materials contain Protected Material. Any such archival copies that contain or
4 constitute Protected Material remain subject to this Protective Order as set forth in
5 Section 4 (DURATION).

6 14. VIOLATION

7 Any violation of this Order may be punished by appropriate measures
8 including, without limitation, contempt proceedings and/or monetary sanctions.

9
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11
12 Dated: February 25, 2016 STETINA BRUNDA GARRED & BRUCKER
13
14 By: /s/Bruce B. Brunda
15 Bruce B. Brunda
16 Attorneys for Plaintiff
17 WJG, LLC

18 Dated: February 25, 2016 DYKAS LAW OFFICES, PLLC
19
20 By: /s/Frank J. Dykas
21 Frank J. Dykas
22 Attorneys for Defendant
23 MAINLINE BACKFLOW PRODUCTS

24 **IT IS SO ORDERED.**

25 Dated: February 29, 2016
26
27 
28 _____
Gail J. Standish
United States Magistrate Judge

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
_____ [date] in the case of *WJG, LLC v. Greenskin Seals, et al.*, Case No.
2:15-cv-03641 BRO (GJSx). I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____