

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SONIA BARRIENTOS, individually )	CASE NO. 2:15-cv-06282-JAK-GJS
and on behalf of all others similarly )	
situated, )	<b>STIPULATIVE PROTECTIVE</b>
)	<b>ORDER<sup>1</sup></b>
Plaintiffs, )	
v. )	<b>DISCOVERY MATTER</b>
)	
LAW OFFICE OF JEFFREY H. )	
JORDAN, )	
)	
Defendant )	
)	
)	

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

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Gail J. Standish’s Procedures.

1 disclosure and from use for any purpose other than prosecuting this litigation may  
2 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
3 enter the following Stipulated Protective Order. The parties acknowledge that this  
4 Order does not confer blanket protections on all disclosures or responses to  
5 discovery and that the protection it affords from public disclosure and use extends  
6 only to the limited information or items that are entitled to confidential treatment  
7 under the applicable legal principles.  
8

9 **B. GOOD CAUSE STATEMENT**

10 This action is likely to involve trade secrets, confidential and proprietary  
11 policy and procedure information and other valuable research, development,  
12 commercial, financial, technical and/or proprietary information, and private and  
13 sensitive financial information of alleged putative class members (likely debtors)  
14 for which special protection from public disclosure and from use for any purpose  
15 other than prosecution of this action is warranted. Such confidential and  
16 proprietary materials and information consist of, among other things, confidential  
17 business or financial information, information regarding confidential business  
18 practices, or other confidential research, development, or commercial information  
19 (including information implicating privacy rights of third parties), information  
20 otherwise generally unavailable to the public, or which may be privileged or  
21 otherwise protected from disclosure under state or federal statutes, court rules, case  
22 decisions, or common law. Accordingly, to expedite the flow of information, to  
23 facilitate the prompt resolution of disputes over confidentiality of discovery  
24 materials, to adequately protect information the parties are entitled to keep  
25 confidential, to ensure that the parties are permitted reasonable necessary uses of  
26 such material in preparation for and in the conduct of trial, to address their  
27  
28

1 handling at the end of the litigation, and serve the ends of justice, a protective order  
2 for such information is justified in this matter. It is the intent of the parties that  
3 information will not be designated as confidential for tactical reasons and that  
4 nothing be so designated without a good faith belief that it has been maintained in  
5 a confidential, non-public manner, and there is good cause why it should not be  
6 part of the public record of this case.

7  
8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
9 SEAL

10 The parties further acknowledge, as set forth in Section 12.3, below, that  
11 this Stipulated Protective Order does not entitle them to file confidential  
12 information under seal; Local Civil Rule 79-5 sets forth the procedures that must  
13 be followed and the standards that will be applied when a party seeks permission  
14 from the court to file material under seal.

15  
16 There is a strong presumption that the public has a right of access to judicial  
17 proceedings and records in civil cases. In connection with non-dispositive  
18 motions, good cause must be shown to support a filing under seal. *See Kamakana*  
19 *v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v.*  
20 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*  
21 *Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
22 protective orders require good cause showing), and a specific showing of good  
23 cause or compelling reasons with proper evidentiary support and legal justification,  
24 must be made with respect to Protected Material that a party seeks to file under  
25 seal. The parties' mere designation of Disclosure or Discovery Material as  
26 CONFIDENTIAL does not—without the submission of competent evidence by  
27  
28

1 declaration, establishing that the material sought to be filed under seal qualifies as  
2 confidential, privileged, or otherwise protectable—constitute good cause.

3 Further, if a party requests sealing related to a dispositive motion or trial,  
4 then compelling reasons, not only good cause, for the sealing must be shown, and  
5 the relief sought shall be narrowly tailored to serve the specific interest to be  
6 protected. *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir.  
7 2010). For each item or type of information, document, or thing sought to be filed  
8 or introduced under seal in connection with a dispositive motion or trial, the party  
9 seeking protection must articulate compelling reasons, supported by specific facts  
10 and legal justification, for the requested sealing order. Again, competent evidence  
11 supporting the application to file documents under seal must be provided by  
12 declaration.

13 Any document that is not confidential, privileged, or otherwise protectable  
14 in its entirety will not be filed under seal if the confidential portions can be  
15 redacted. If documents can be redacted, then a redacted version for public  
16 viewing, omitting only the confidential, privileged, or otherwise protectable  
17 portions of the document, shall be filed. Any application that seeks to file  
18 documents under seal in their entirety should include an explanation of why  
19 redaction is not feasible.  
20

## 21 2. DEFINITIONS

22 2.1 Action: this pending federal lawsuit.

23 2.2 Challenging Party: a Party or Non-Party that challenges the  
24 designation of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
26 how it is generated, stored or maintained) or tangible things that qualify for  
27 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
28

1 the Good Cause Statement.

2 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
3 their support staff).

4 2.5 Designating Party: a Party or Non-Party that designates information  
5 or items that it produces in disclosures or in responses to discovery as  
6 “CONFIDENTIAL.”

7 2.6 Disclosure or Discovery Material: all items or information, regardless  
8 of the medium or manner in which it is generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, and tangible things), that are produced  
10 or generated in disclosures or responses to discovery in this matter.

11 2.7 Expert: a person with specialized knowledge or experience in a  
12 matter pertinent to the litigation who has been retained by a Party or its counsel to  
13 serve as an expert witness or as a consultant in this Action.

14 2.8 House Counsel: attorneys who are employees of a party to this  
15 Action. House Counsel does not include Outside Counsel of Record or any other  
16 outside counsel.

17 2.9 Non-Party: any natural person, partnership, corporation, association  
18 or other legal entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a  
20 party to this Action but are retained to represent or advise a party to this Action  
21 and have appeared in this Action on behalf of that party or are affiliated with a law  
22 firm that has appeared on behalf of that party, and includes support staff.

23 2.11 Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
27  
28

1 Discovery Material in this Action.

2 2.13 Professional Vendors: persons or entities that provide litigation  
3 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
4 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
5 and their employees and subcontractors.

6 2.14 Protected Material: any Disclosure or Discovery Material that is  
7 designated as “CONFIDENTIAL.”

8 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
9 Material from a Producing Party.

10  
11 3. SCOPE

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

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

19  
20  
21 4. DURATION

22 Once a case proceeds to trial, information that was designated as  
23 CONFIDENTIAL or maintained pursuant to this protective order used or  
24 introduced as an exhibit at trial becomes public and will be presumptively  
25 available to all members of the public, including the press, unless compelling  
26 reasons supported by specific factual findings to proceed otherwise are made to the  
27 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
28 (distinguishing “good cause” showing for sealing documents produced in

1 discovery from “compelling reasons” standard when merits-related documents are  
2 part of court record). Accordingly, the terms of this protective order do not extend  
3 beyond the commencement of the trial.

4  
5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

19  
20 If it comes to a Designating Party’s attention that information or items that it  
21 designated for protection do not qualify for protection, that Designating Party must  
22 promptly notify all other Parties that it is withdrawing the inapplicable designation.

23 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
24 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
26 under this Order must be clearly so designated before the material is disclosed or  
27 produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings), that the Producing Party affix at a minimum, the legend  
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
5 contains protected material. If only a portion of the material on a page qualifies for  
6 protection, the Producing Party also must clearly identify the protected portion(s)  
7 (e.g., by making appropriate markings in the margins).

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

20 (b) for testimony given in depositions that the Designating Party  
21 identifies the Disclosure or Discovery Material on the record, before the close of  
22 the deposition all protected testimony.

23 (c) for information produced in some form other than documentary and  
24 for any other tangible items, that the Producing Party affix in a prominent place on  
25 the exterior of the container or containers in which the information is stored the  
26 legend “CONFIDENTIAL.” If only a portion or portions of the information  
27 warrants protection, the Producing Party, to the extent practicable, shall identify  
28



1 the protected portion(s).

2       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
3 failure to designate qualified information or items does not, standing alone, waive  
4 the Designating Party's right to secure protection under this Order for such  
5 material. Upon timely correction of a designation, the Receiving Party must make  
6 reasonable efforts to assure that the material is treated in accordance with the  
7 provisions of this Order.  
8

9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
11 designation of confidentiality at any time that is consistent with the Court's  
12 Scheduling Order.

13       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process under Local Rule 37.1 et seq.  
15

16       6.3 The burden of persuasion in any such challenge proceeding shall be  
17 on the Designating Party. Frivolous challenges, and those made for an improper  
18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
19 parties) may expose the Challenging Party to sanctions. Unless the Designating  
20 Party has waived or withdrawn the confidentiality designation, all parties shall  
21 continue to afford the material in question the level of protection to which it is  
22 entitled under the Producing Party's designation until the Court rules on the  
23 challenge.  
24

25 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

26       7.1 Basic Principles. A Receiving Party may use Protected Material that  
27 is disclosed or produced by another Party or by a Non-Party in connection with this  
28

1 Action only for prosecuting, defending or attempting to settle this Action. Such  
2 Protected Material may be disclosed only to the categories of persons and under  
3 the conditions described in this Order. When the Action has been terminated, a  
4 Receiving Party must comply with the provisions of section 13 below (FINAL  
5 DISPOSITION).

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

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
10 otherwise ordered by the court or permitted in writing by the Designating Party, a  
11 Receiving Party may disclose any information or item designated  
12 “CONFIDENTIAL” only to:

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

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

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

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

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

26 (g) the author or recipient of a document containing the information or a  
27  
28

1 custodian or other person who otherwise possessed or knew the information;

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

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

13  
14  
15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
16 IN OTHER LITIGATION

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

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

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

26 (c) cooperate with respect to all reasonable procedures sought to be  
27 pursued by the Designating Party whose Protected Material may be affected.  
28

1 If the Designating Party timely seeks a protective order, the Party served  
2 with the subpoena or court order shall not produce any information designated in  
3 this action as “CONFIDENTIAL” before a determination by the court from which  
4 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
5 permission. The Designating Party shall bear the burden and expense of seeking  
6 protection in that court of its confidential material and nothing in these provisions  
7 should be construed as authorizing or encouraging a Receiving Party in this Action  
8 to disobey a lawful directive from another court.  
9

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

12 (a) The terms of this Order are applicable to information produced by a  
13 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
14 produced by Non-Parties in connection with this litigation is protected by the  
15 remedies and relief provided by this Order. Nothing in these provisions should be  
16 construed as prohibiting a Non-Party from seeking additional protections.  
17

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

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

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
27 specific description of the information requested; and  
28

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

3 (c) If the Non-Party fails to seek a protective order from this court within  
4 14 days of receiving the notice and accompanying information, the Receiving  
5 Party may produce the Non-Party's confidential information responsive to the  
6 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
7 Party shall not produce any information in its possession or control that is subject  
8 to the confidentiality agreement with the Non-Party before a determination by the  
9 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
10 and expense of seeking protection in this court of its Protected Material.  
11

12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has  
14 disclosed Protected Material to any person or in any circumstance not authorized  
15 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
16 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
17 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
18 the person or persons to whom unauthorized disclosures were made of all the terms  
19 of this Order, and (d) request such person or persons to execute the  
20 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
21 A.  
22

23  
24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
25 PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain  
27 inadvertently produced material is subject to a claim of privilege or other  
28

1 protection, the obligations of the Receiving Parties are those set forth in Federal  
2 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
3 whatever procedure may be established in an e-discovery order that provides for  
4 production without prior privilege review.

5 If a Producing Party inadvertently discloses information in connection with  
6 the pending litigation to another Party that the Producing Party thereafter claims to  
7 be privileged or protected by the attorney-client privilege or attorney work product  
8 protection (“Disclosed Protected Information”), the disclosure of the Disclosed  
9 Protected Information shall not constitute or be deemed a waiver or forfeiture of  
10 any claim of privilege or work product protection that the Producing Party would  
11 otherwise be entitled to assert with respect to the Disclosed Protected Information  
12 and its subject matter in this proceeding or in any other federal or state proceeding.

13 A Producing Party may assert, in writing, attorney-client privilege or work  
14 product protection with respect to Disclosed Protected Information. The Receiving  
15 Party must—unless it contests the claim of attorney-client privilege or work  
16 product protection—within five business days of receipt of that writing, (i) return  
17 or destroy all copies of the Disclosed Protected Information, and (ii) provide a  
18 certification of counsel that all of the Disclosed Protected Information has been  
19 returned or destroyed.  
20

21 If the Receiving Party contests the claim of attorney-client privilege within  
22 five business days after assertion of attorney-client privilege or work product  
23 protection with respect to Disclosed Protected Information, the Producing Party  
24 must produce a privilege log with respect to the Disclosed Protected Information.

25 If the Receiving Party still contests the claim of attorney-client privilege  
26 after receipt of the privilege log, the Receiving Party must then—within five  
27 business days of receipt of the privilege log—initiate the dispute resolution  
28

1 process under Local Rule 37.1 et seq. to move the Court for an Order compelling  
2 disclosure of the information claimed as not privileged (a “Disclosure Motion”).  
3 The Receiving Party must seek to file the Disclosure Motion under seal and it must  
4 not assert as a ground for compelling disclosure the fact or circumstances of the  
5 disclosure. Pending resolution of the Disclosure Motion, the Receiving Party must  
6 not use the challenged information in any way or disclose it to any person other  
7 than those required by law to be served with a copy of the sealed Disclosure  
8 Motion. The parties may stipulate to extend the contemplated time periods set  
9 forth in this Paragraph.

10  
11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
13 any person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order, no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in  
17 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
18 any ground to use in evidence of any of the material covered by this Protective  
19 Order.

20 12.3 Filing Protected Material. A Party that seeks to file under seal any  
21 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
22 may only be filed under seal pursuant to a court order authorizing the sealing of the  
23 specific Protected Material at issue. If a Party’s request to file Protected Material  
24 under seal is denied by the court, then the Receiving Party may file the information  
25 in the public record unless otherwise instructed by the court.  
26  
27  
28

1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within  
3 60 days of a written request by the Designating Party, each Receiving Party must  
4 return all Protected Material to the Producing Party or destroy such material. As  
5 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
6 compilations, summaries, and any other format reproducing or capturing any of the  
7 Protected Material. Whether the Protected Material is returned or destroyed, the  
8 Receiving Party must submit a written certification to the Producing Party (and, if  
9 not the same person or entity, to the Designating Party) by the 60 day deadline that  
10 (1) identifies (by category, where appropriate) all the Protected Material that was  
11 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
12 copies, abstracts, compilations, summaries or any other format reproducing or  
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
14 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
15 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
16 and trial exhibits, expert reports, attorney work product, and consultant and expert  
17 work product, even if such materials contain Protected Material. Any such  
18 archival copies that contain or constitute Protected Material remain subject to this  
19 Protective Order as set forth in Section 4 (DURATION).

21 //

22 //

23 //

24

25

26

27

28



1 14. VIOLATION

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

4  
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 DATED September 21, 2017

8  
9 /s/Todd M. Friedman  
10 Attorneys for Plaintiff

11  
12 DATED: September 21, 2017

13  
14 /s/ David J. Kaminski  
15 Attorneys for Defendant

16  
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18  
19 DATED: September 27, 2017

20  
21 

22  
23 \_\_\_\_\_  
24 GAIL J. STANDISH  
25 UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
5 [print or type full address], declare under penalty of perjury that I have read in its entirety  
6 and understand the Stipulated Protective Order that was issued by the United States  
7 District Court for the Central District of California on [date] in the case of *Sonia*  
8 *Barrientos v. Law Office of Jeffrey H. Jordan, 2:15-cv-06282-JAK-GJSI* agree to  
9 comply with and to be bound by all the terms of this Stipulated Protective Order and I  
10 understand and acknowledge that failure to so comply could expose me to sanctions and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
12 manner any information or item that is subject to this Stipulated Protective Order to any  
13 person or entity except in strict compliance with the provisions of this Order.

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

21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23  
24 Printed name: \_\_\_\_\_

25  
26 Signature: \_\_\_\_\_