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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KIEWIT POWER CONSTRUCTORS  
CO., a Delaware Corporation

Plaintiff,

v.

CITY OF LOS ANGELES, acting by  
and through the DEPARTMENT OF  
WATER AND POWER,

Defendant.

Case No. 2:16-cv-02590-AB (GJSx)

STIPULATED PROTECTIVE  
ORDER

CITY OF LOS ANGELES, acting by  
and through the DEPARTMENT OF  
WATER AND POWER,

Counterclaimant,

vs.

KIEWIT POWER CONSTRUCTORS  
CO., a Delaware corporation,

Counterdefendant.

CITY OF LOS ANGELES, acting by  
and through the DEPARTMENT OF  
WATER AND POWER,

Third-Party Plaintiff,

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vs.  
GENERAL ELECTRIC COMPANY, a  
New York corporation,  
Third-Party 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 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 legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, estimating data, cost data, proprietary engineering and design, and marketing and proposal information, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to

1 expedite the flow of information, to facilitate the prompt resolution of disputes over  
2 confidentiality of discovery materials, to adequately protect information the parties  
3 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
4 necessary uses of such material in preparation for and in the conduct of trial, to  
5 address their handling at the end of the litigation, and serve the ends of justice, a  
6 protective order for such information is justified in this matter. It is the intent of the  
7 parties that information will not be designated as confidential for tactical reasons  
8 and that nothing be so designated without a good faith belief that it has been  
9 maintained in a confidential, non-public manner, and there is good cause why it  
10 should not be part of the public record of this case.

### 11 12 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

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

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

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

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

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

## 18 19 2. DEFINITIONS

20 2.1 Action: this pending federal lawsuit in the United States Federal  
21 District Court for the Central District of California, Case No. 2:16-cv-02590-AB  
22 (GJSx).

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 “HIGHLY CONFIDENTIAL” Information or Items: information  
26 (regardless of how it is generated, stored or maintained) or tangible things that the  
27 designating party in good faith believes qualify for protection under Federal Rule of  
28 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

1           2.4    “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that constitute private  
3 business information or communications, as specified above in the Good Cause  
4 Statement.

5           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
6 their support staff).

7           2.5    Designating Party: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as “HIGHLY  
9 CONFIDENTIAL” or “CONFIDENTIAL.”

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

14          2.7    Expert: a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
16 an expert witness or as a consultant in this Action.

17          2.8    House Counsel: attorneys who are employees of a party to this Action.  
18 House Counsel does not include Outside Counsel of Record or any other outside  
19 counsel.

20          2.9    Non-Party: any natural person, partnership, corporation, association or  
21 other legal entity not named as a Party to this action.

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

26          2.11 Party: any party to this Action, including all of its officers, directors,  
27 employees, consultants, retained experts, and Outside Counsel of Record (and their  
28 support staffs).

1           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

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

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

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

11  
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  
21 4.     DURATION

22           Once a case proceeds to trial, information that was designated as HIGHLY  
23 CONFIDENTIAL or CONFIDENTIAL or maintained pursuant to this protective  
24 order used or introduced as an exhibit at trial becomes public and will be  
25 presumptively available to all members of the public, including the press, unless  
26 compelling reasons supported by specific factual findings to proceed otherwise are  
27 made to the 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 discovery

1 from “compelling reasons” standard when merits-related documents are part of court  
2 record). Accordingly, the terms of this protective order do not extend beyond the  
3 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 for  
10 protection only those parts of material, documents, items or oral or written  
11 communications that qualify so that other portions of the material, documents, items  
12 or communications for which protection is not warranted are not swept unjustifiably  
13 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 impose  
17 unnecessary expenses and burdens on other parties) may expose the Designating  
18 Party to sanctions.

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

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

27 Designation in conformity with this Order requires:

- 28 (a) for information in documentary form (e.g., paper or electronic

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

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

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

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

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
28 failure to designate qualified information or items does not, standing alone, waive



1 the Designating Party's right to secure protection under this Order for such material.  
2 Upon timely correction of a designation, the Receiving Party must make reasonable  
3 efforts to assure that the material is treated in accordance with the provisions of this  
4 Order. A Party may retroactively designate documents previously produced before  
5 the entry of this Protective Order in accordance with its terms.

6  
7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
9 designation of confidentiality at any time that is consistent with the Court's  
10 Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
12 resolution process under Local Rule 37.1 et seq.

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

21  
22 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
24 disclosed or produced by another Party or by a Non-Party in connection with this  
25 Action only for prosecuting, defending or attempting to settle this Action.

26 "HIGHLY CONFIDENTIAL" Material may be disclosed only to the categories of  
27 persons and under the conditions described in this Order. When the Action has been  
28 terminated, a Receiving Party must comply with the provisions of section 13 below

1 (FINAL DISPOSITION).

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

5 7.2 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

6 Unless otherwise ordered by the court or permitted in writing by the Designating  
7 Party, a Receiving Party may disclose any information or item designated  
8 “HIGHLY CONFIDENTIAL” only to:

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

12 (b) the in-house counsel, officers, directors, and managerial employees of  
13 the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

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

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

24 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
25 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
26 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
27 not be permitted to keep any confidential information unless they sign the  
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise

1 agreed by the Designating Party or ordered by the court. Pages of transcribed  
2 deposition testimony or exhibits to depositions that reveal Protected Material may  
3 be separately bound by the court reporter and may not be disclosed to anyone except  
4 as permitted under this Stipulated Protective Order; and

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

7  
8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena, a court order issued in other litigation, or  
11 a California Public Records Act Request (“CPRA request”) that compels disclosure  
12 of any information or items designated in this Action as “HIGHLY  
13 CONFIDENTIAL” or “CONFIDENTIAL,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification  
15 shall include a copy of the subpoena, court order or CPRA request;

16 (b) promptly notify in writing the party who caused the subpoena, order or  
17 CPRA request to notify all interested parties that some or all of the material covered  
18 by the subpoena or order is subject to this Protective Order. Such notification shall  
19 include a copy of this Stipulated Protective Order; and

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

22 If the Designating Party timely seeks a protective order, the Party served with  
23 the subpoena, or court order or CPRA Request shall not produce any information  
24 designated in this action as “HIGHLY CONFIDENTIAL” or “CONFIDENTIAL”  
25 before a determination by the court from which the subpoena or order issued, or in  
26 which the CPRA request is to be enforced, unless the Party has obtained the  
27 Designating Party’s permission. The Designating Party shall bear the burden and  
28 expense of seeking protection in that court of its confidential material and nothing in

1 these provisions should be construed as authorizing or encouraging a Receiving  
2 Party in this Action to disobey a lawful directive from another court.

3  
4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
5 PRODUCED IN THIS LITIGATION

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

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

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

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

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

24 (c) If the Non-Party fails to seek a protective order from this court within  
25 14 days of receiving the notice and accompanying information, the Receiving Party  
26 may produce the Non-Party's confidential information responsive to the discovery  
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.  
2 Absent a court order to the contrary, the Non-Party shall bear the burden and  
3 expense of seeking protection in this court of its Protected Material.  
4

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection,  
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B); the Parties’ Stipulation and Order Re Critical Energy  
21 Infrastructure Information (CEII) Under 18 CFR §388.1113(c), entered by this  
22 Court on February 16, 2017, Court Document No. 61; and the Parties’ Clawback  
23 Stipulation and Order Pursuant to Federal Rule of Evidence 502, entered by this  
24 Court on February 16, 2017, Court Document No. 62  
25

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
28 person to seek its modification by the Court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order, no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           12.3 Filing Protected Material. A Party that seeks to file under seal any  
7 “HIGHLY CONFIDENTIAL” Material must comply with Local Civil Rule 79-5.  
8 Protected Material may only be filed under seal pursuant to a court order authorizing  
9 the sealing of the specific Protected Material at issue. If a Party’s request to file  
10 Protected Material under seal is denied by the court, then the Receiving Party may  
11 file the information in the public record unless otherwise instructed by the court.

12       13.    FINAL DISPOSITION

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

1 copies that contain or constitute Protected Material remain subject to this Protective  
2 Order as set forth in Section 4 (DURATION).

3

4 14. VIOLATION

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

7

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9

10 Dated: April 3, 2017

BURKE, WILLIAMS & SORENSEN, LLP  
H. James Wulfsberg  
Gregory R. Aker  
Timothy A. Colvig

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By: /s/ Gregory R. Aker  
Attorneys for CITY OF LOS  
ANGELES, DEPARTMENT OF  
WATER AND POWER

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17 Dated: April 3, 2017

WATT, TIEDER, HOFFAR  
& FITZGERALD, LLP  
David F. McPherson  
Shelly L. Ewald

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By: /s/ Shelly L. Ewald  
Attorneys for KIEWIT POWER  
CONSTRUCTORS COMPANY

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22

23 Dated: April 3, 2017

GLYNN & FINLEY, LLP  
Clement L. Glynn  
James M. Hanlon, Jr.  
Jonathan A. Eldredge

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By: /s/ James M. Hanlon, Jr.  
Attorneys for GENERAL ELECTRIC  
COMPANY

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 18, 2017



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GAIL J. STANDISH  
UNITED STATES MAGISTRATE JUDGE



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [date] in the case of *Kiewit Power Constructors Co. v. City of Los Angeles*, Case  
8 No. 2:16-cv-02590-AB (GJSx). . I agree to comply with and to be bound by all the  
9 terms of this Stipulated Protective Order and I understand and acknowledge that  
10 failure to so comply could expose me to sanctions and punishment in the nature of  
11 contempt. I solemnly promise that I will not disclose in any manner any  
12 information or item that is subject to this Stipulated Protective Order to any person  
13 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  
16 Order, even if such enforcement proceedings occur after termination of this action.

17 I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and  
19 telephone number] as my California agent for service of process in connection with  
20 this action or any proceedings related to enforcement of this Stipulated Protective  
21 Order.

22 Date: \_\_\_\_\_

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

24  
25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_

28