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

SIDNEY GREENBAUM, individually
and others similarly situated,

Plaintiff,

v.

KC JEWELRY, INC.,

Defendant.

Case No. 16-CV-06845-SVW-JPR

**STIPULATION FOR PROTECTIVE
ORDER REGARDING
CONFIDENTIAL INFORMATION**

Judge: Hon. Stephen V. Wilson
Date: N/A
Time: N/A
Location: N/A

1 Plaintiff Sidney Greenbaum and Defendant KC Jewelry, by and through their respective
2 counsel of record, hereby enter into this Stipulated Protective Order Regarding Confidential
3 Information (“Stipulated Protective Order”) with reference to the following:

4 **1. INTRODUCTION**

5 **A. PURPOSES AND LIMITATIONS**

6 Discovery in this action is likely to involve production of confidential, proprietary, or
7 private information for which special protection from public disclosure and from use for any
8 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby
9 stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties
10 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
11 discovery and that the protection it affords from public disclosure and use extends only to the
12 limited information or items that are entitled to confidential treatment under the applicable legal
13 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
14 Protective Order does not entitle them to file confidential information under seal; Local Rule 79-5
15 sets forth the procedures that must be followed and the standards that will be applied when a party
16 seeks permission from the Court to file material under seal.

17 **B. GOOD CAUSE STATEMENT**

18 This action is likely to involve trade secrets; non-public business or financial information
19 and/or confidential competitive information that, if disclosed, could result in competitive harm to
20 the disclosing party, including but not limited to marketing and pricing strategy, confidential
21 agreements with third parties, client and customer information, and other valuable research,
22 development, commercial, financial, and/or proprietary information for which special protection
23 from public disclosure and from use for any purpose other than litigation of this action is warranted.
24 Such confidential and proprietary materials and information consist of, among other things,
25 confidential business or financial information, information regarding confidential business practices
26 and analysis, or other confidential commercial information (including information implicating
27 privacy rights of third parties), information otherwise generally unavailable to the public, or which
28 may be privileged or otherwise protected from disclosure under state or federal statutes, court rules,

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

10 **2. DEFINITIONS**

11 2.1 Action: means this proceeding, 16-CV-06845-SVW-JPR.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
13 information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
15 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
16 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

17 2.4 Counsel: Outside Counsel of Record in the Action (as well as their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or items that it
19 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

24 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
25 the litigation who has been retained by a Party or its counsel to serve as an expert witness in this
26 Action.

27 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
28 entity not named as a Party to this action.

1 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
2 Action but are retained to represent or advise a party to this Action and have appeared in this Action
3 on behalf of that party (and includes support staff).

4 2.10 Party: any party to this Action, including all entities acting on their behalf, and each
5 of their officers, directors, employees, retained experts, and Outside Counsel of Record.

6 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
7 Material in this Action.

8 2.12 Professional Vendors: persons or entities that provide litigation support services
9 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
10 storing, or retrieving data in any form or medium) and their employees and subcontractors.

11 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” Highly Confidential Information is
13 Confidential Information that creates a substantial risk of serious financial or competitive harm, or
14 other injury, if disclosed to another party or non-party, and that such risk cannot be avoided by less
15 restrictive means. Highly Confidential Information shall be treated identically to Confidential
16 Information under the terms of this Order, with the exceptions that Highly Confidential Information
17 shall be designated “HIGHLY CONFIDENTIAL” and Highly Confidential Information may not be
18 reviewed by the officers, directors, and employees of the Receiving Party, or Plaintiffs or any
19 putative class member.

20 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
21 Producing Party.

22 **3. SCOPE**

23 The protections conferred by this Stipulation and Order cover not only Protected Material
24 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all
25 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
26 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
27 Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order
28 does not govern the use of Protected Material at trial.

1 **4. DURATION**

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

8 In the event that this case proceeds to trial, the Parties shall use their best efforts to maintain
9 the confidentiality of all CONFIDENTIAL Information or Items.

10 The parties understand that information that was designated as CONFIDENTIAL, HIGHLY
11 CONFIDENTIAL, or maintained as CONFIDENTIAL pursuant to this Stipulated Protective Order
12 may become public if it is submitted as an exhibit or otherwise introduced at trial because
13 applicable law may require it to be presumptively available to all members of the public, including
14 the press, unless compelling reasons supported by specific factual findings to proceed otherwise are
15 made to the trial judge in advance of the trial. *See Kamakana v. City and County of Honolulu*, 447
16 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents
17 produced in discovery from “compelling reasons” standard when merits-related documents are part
18 of court record). However, to the extent information that was designated as confidential was not
19 disclosed at trial, or in the event that this matter is resolved before trial, then any information
20 designated CONFIDENTIAL shall remain protected as set forth herein.

21 **5. DESIGNATING PROTECTED MATERIAL**

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
23 Non-Party that designates information or items for protection under this Order must take care to
24 limit any such designation to specific material that qualifies under the appropriate standards. The
25 Designating Party must designate for protection only those parts of material, documents, items, or
26 oral or written communications that qualify so that other portions of the material, documents, items,
27 or communications for which protection is not warranted are not swept unjustifiably within the
28 ambit of this Order.

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

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

8 Designation in conformity with this Order requires:

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

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

25 (b) for testimony given in depositions that the Designating Party may identify the Disclosure
26 or Discovery Material on the record, before the close of the deposition all protected testimony.
27 Alternatively, within thirty (30) days after receipt of a transcript, the parties may also designate
28 such transcript or any portion thereof by notifying all parties, in writing, of the specific pages and

1 lines of the transcript which should be treated as Confidential Information. All deposition
2 transcripts shall be treated as “CONFIDENTIAL” until thirty (30) days after receipt thereof by
3 counsel for the parties and counsel for the witness. The reporter for any deposition shall mark with
4 the legend “CONFIDENTIAL” pages that contain testimony designated as Confidential
5 Information during the deposition.

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

11 (d) for information that has been produced in this litigation prior to the entry of this order,
12 the prior inclusion of a “CONFIDENTIAL” designation on such documents shall serve to make
13 such documents Protected Material, provided that any Designating Party that produced material
14 prior to the entry of this order shall have thirty days from the entry of this order to make further
15 designations and may do so by letter identifying the bates numbers of any documents and without
16 making a second production of documents with the “CONFIDENTIAL” designation applied.

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
18 designate qualified information or items does not, standing alone, waive the Designating Party’s
19 right to secure protection under this Order for such material. Upon timely correction of a
20 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
21 in accordance with the provisions of this Order.

22 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
24 confidentiality at any time that is consistent with the Court’s Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
26 under Local Rule 37-1.

27 6.3 The burden of persuasion in any such challenge proceeding shall be on the
28 Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or

1 impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to
2 sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation,
3 all parties shall continue to afford the material in question the level of protection to which it is
4 entitled under the Producing Party's designation until the Court rules on the challenge.

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

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

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

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

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

20 (b) the officers, directors, and employees (including In-House Counsel) of the Receiving
21 Party;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
23 reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to
24 Be Bound" (Exhibit A), which Acknowledgement shall be disclosed to the opposing Party when
25 that expert is designated to testify in the Action; and that such expert(s) shall retain such
26 Confidential Information only so long as is necessary for the performance of such assistance and
27 may use such information only for providing assistance to counsel in the Action;

28 (d) the Court and its personnel;

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom
3 disclosure is reasonably necessary for this Action;
- 4 (g) the author or recipient of a document containing the information;
- 5 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom
6 disclosure is not otherwise permitted in this Section and to whom disclosure is reasonably
7 necessary, provided: (1) the deposing party requests that the witness sign the form attached as
8 Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless
9 they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
10 by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or
11 exhibits to depositions that reveal Protected Material may be separately bound by the court reporter
12 and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;
- 13 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon
14 by any of the parties engaged in settlement discussions; and
- 15 (j) Such other person as hereafter may be designated by written agreement of all Parties to
16 the Action or by order of the Court, such order obtained on noticed motion (or on shortened time as
17 the Court may allow), permitting such disclosure.

18 Any information or item designated “HIGHLY CONFIDENTIAL” shall be treated
19 identically to information or items designated “CONFIDENTIAL” under the terms of this Order,
20 with the exceptions that Highly Confidential Information may not be reviewed by the officers,
21 directors, and employees of the Receiving Party, or Plaintiff or any putative class member.

22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
23 **IN OTHER LITIGATION**

24 If a Party is served with a subpoena or a court order issued in other litigation that compels
25 disclosure of any information or items designated in this Action as “CONFIDENTIAL” or
26 “HIGHLY CONFIDENTIAL” that Party must:

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

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

4 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
5 Designating Party whose Protected Material may be affected, provided however, that the party in
6 possession of the Confidential Information shall not be obligated to affirmatively prevent the
7 disclosure of the Confidential Information, except as explicitly required in this Section 8.

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

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

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

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

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

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

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

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

13 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

21 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
22 **PROTECTED MATERIAL**

23 Pursuant to Fed. R. Evid. 502(d), disclosure of privileged or otherwise protected information
24 is not waived for purposes of other actions or proceedings by inadvertent disclosure in this action. In
25 the event any document is produced that the Producing Party later claims is protected by the
26 attorney-client privilege, work product doctrine or other privilege or immunity, the production shall
27 not be deemed a waiver or impairment of any claim of privilege or protection or the subject matter
28 thereof, provided that the Producing Party shall immediately notify the Receiving Party in writing

1 when the inadvertent production is discovered. Within five (5) business days of receiving written
2 notice from the Producing Party that privileged or protected information has been inadvertently
3 produced, the Receiving Party shall (a) return all such information, and all copies thereof, to the
4 Producing Party, reviewing such information (if at all) no more than is permitted by the applicable
5 ethical rules; (b) take all reasonable steps to retrieve the information if the Receiving
6 Party disclosed it before being notified; and (c) certify that any materials prepared by the Receiving
7 Party incorporating such information, such as notes, memoranda, etc., have been destroyed. If the
8 Receiving Party wishes to challenge the claimed privilege, work-product protection or immunity, the
9 Receiving Party must still comply with (a) and (b) in the preceding paragraph, except that the
10 Receiving Party may retain any notes referencing the Confidential Information insofar as such
11 retention is permitted by the applicable ethical rules and the notes are necessary to comply with
12 Local Rule 37.

13 In the event the Receiving Party wishes to challenge the claimed privilege, work-product
14 protection or immunity, the parties shall comply with Local Rule 37 in resolving their dispute. The
15 parties agree any permissible retention of notes referencing the Confidential Information for the sole
16 purpose of complying with Local Rule 37 shall not be grounds for arguing that the document is not
17 privileged, work product-protected or otherwise immune, or that any privilege, protection or
18 immunity was waived thereby. During the pendency of the Local Rule 37 process, the
19 Receiving Party shall make no other use or disclosure of the subject material or the information
20 contained therein. If the motion is unsuccessful, the Receiving Party shall comply with (c) in the
21 preceding paragraph.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
24 seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
26 no Party waives any right it otherwise would have to object to disclosing or producing any
27 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
28

1 Party waives any right to object on any ground to use in evidence of any of the material covered by
2 this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material
4 must comply with Local Rule 79-5 and any other applicable rules. Protected Material may only be
5 filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material
6 at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the
7 Receiving Party may file the information in the public record unless otherwise instructed by the
8 Court.

9 **13. FINAL DISPOSITION**

10 After the final disposition of this Action, as defined in Section 4, each Receiving Party,
11 including any person that received Protected Material pursuant to Section 7.2(c), must return all
12 Protected Material to the Producing Party within 60 days. As used in this subdivision, “all
13 Protected Material” includes all copies, abstracts, compilations, summaries, and any other format
14 reproducing or capturing any of the Protected Material. The Receiving Party must submit a written
15 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
16 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
17 that was returned and (2) affirms that the Receiving Party has not retained any copies, abstracts,
18 compilations, summaries or any other format reproducing or capturing any of the Protected
19 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
20 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
21 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
22 and expert work product, even if such materials contain Protected Material. Any such archival
23 copies that contain or constitute Protected Material remain subject to this Protective Order as set
24 forth in Section 4 (DURATION).

25 **14. VIOLATION OF ORDER**

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

28 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

1 Dated: May 1, 2017

Respectfully submitted,

2 THE LAW OFFICE OF KEITH ALTMAN

3
4 By: /s/ Keith Altman
Keith Altman
Attorneys for Plaintiff Sidney Greenbaum


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7 Dated: May 1, 2017

SIDLEY AUSTIN LLP

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10 By: /s/ Amy P. Lally
Amy P. Lally
Attorneys for Defendant KC Jewelry

11
12 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

13
14 DATED: May 9, 2017



Hon. Jean P. Rosenbluth
United States Magistrate Judge

15
16 **FILER'S ATTESTATION**

17 Pursuant to Local Rule 5-4.3.4(2)(i), I, Amy P. Lally, attest that Keith Altman provided his
18 authority and concurrence to file the instant document and place his electronic signature on the
19 documents as set forth above.

20 By: /s/ Amy P. Lally
Amy P. Lally

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [name], of _____ [address],
4 declare under penalty of perjury that I have read in its entirety and understand the Stipulated
5 Protective Order that was issued by the United States District Court for the Central District of
6 California on _____ [date] in the case of *Greenbaum v. KC Jewelry*, Case No. 16-CV-
7 06845-SVW-JPR. I agree to comply with and to be bound by all the terms of this Stipulated
8 Protective Order and I understand and acknowledge that failure to so comply could expose me to
9 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
10 any manner any information or item that is subject to this Stipulated Protective Order to any
11 person or entity except in strict compliance with the provisions of this Order.

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

19
20 Date: _____

21 City and State where sworn and signed: _____

22 Printed name: _____

23 Signature: _____

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