



1 Parties acknowledge that this Order does not confer blanket protections on all  
2 disclosures or responses to discovery and that the protection it affords from public  
3 disclosure and use extends only to the limited information or items that are entitled  
4 to confidential treatment under the applicable legal principles. The Parties also  
5 acknowledge that Plaintiffs, pursuant to 12 U.S.C. § 5566, have an obligation to  
6 transmit to the Attorney General of the United States evidence that may constitute  
7 a Federal crime, and pursuant to 12 CFR § 1070.45(a)(5), may disclose  
8 confidential investigative information in summary form to law enforcement and  
9 other government agencies to the extent necessary to notify such agencies of  
10 potential violations of laws subject to their jurisdiction. Plaintiffs further  
11 acknowledge its obligations and restrictions under 12 CFR § 1070.41 on its ability  
12 to disclose confidential information except as required by law and as provided in  
13 12 CFR Part 1070, and as provided in 5 U.S.C. § 552a. This Order does not  
14 automatically authorize the filing under seal of material designated under this  
15 Order. Instead, the Parties must comply with Local Rule 79-5 if they seek to file  
16 anything under seal. This Order does not govern the use at trial of material  
17 designated under this Order.

18 **B. GOOD CAUSE STATEMENT**

19 This action is likely to involve the exchange of non-publicly-available  
20 documents and other information of a sensitive, confidential, or proprietary nature,  
21 including federal agency records, loan files containing confidential borrower  
22 information, and other governmental and corporate records that may contain  
23 confidential and personally identifiable information<sup>1</sup> (“PII”), including social  
24 security numbers, federal identification numbers, personal telephone numbers,  
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26 <sup>1</sup> Office of Management and Budget (OMB) Memorandum 07-16, Safeguarding Against and Responding to the  
27 Breach of Personally Identifiable Information, May 22, 2007(OMB M-07-16), defines PII as “information which can  
28 be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records,  
etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific  
individual, such as date and place of birth, mother’s maiden name, etc.”

1 personal addresses, personal email addresses, and bank statements. Special  
2 protection from public disclosure and from use for any purpose other than  
3 prosecution or defense of this action is warranted for these documents and other  
4 information.

5 Such sensitive, confidential and proprietary documents and other  
6 information consist of, among other things, confidential business or financial  
7 information, information regarding borrowers (including information implicating  
8 privacy rights of third parties), information otherwise generally unavailable to the  
9 public, or that may be privileged or otherwise protected from disclosure under state  
10 or federal statutes, court rules, case decisions, or common law. Accordingly, to  
11 expedite the flow of information, to facilitate the prompt resolution of disputes  
12 over confidentiality of discovery materials, protect information the Parties are  
13 entitled to keep confidential, ensure that the Parties are permitted reasonable  
14 necessary uses of such material in preparation for and in the conduct of trial,  
15 address their handling at the end of the litigation, and serve the ends of justice, a  
16 protective order for such information is justified in this matter. It is the intent of the  
17 Parties that a confidential designation will not be made for tactical reasons and that  
18 nothing will be so designated without a good faith belief that it has been  
19 maintained in a confidential, non-public manner, and that there is good cause why  
20 it should not be part of the public record of this case.

21 2. DEFINITIONS

22 2.1 Action: The following case pending in the United States District Court  
23 for the Central District of California: *Wendy Littlefield, et al. v. Nutribullet, L.L.C.,*  
24 *et al.* Case No. 2:16-cv-06894-MWF-SS.

25 2.2 Challenging Party: a Party or Non-Party that challenges the  
26 designation of information or items under this Order.

27 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
28 how it is generated, stored, or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c) and as specified above in  
2 the Good Cause Statement.

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

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

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

12 2.7 Expert: a person with specialized knowledge or experience in a matter  
13 pertinent to the litigation who has been retained by a Party or its counsel to serve  
14 as an expert witness or as a consultant in this Action, unless and until such person  
15 is excluded by order of the Court.

16 2.8. “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”:  
17 competitively sensitive information such as trade secrets or proprietary business  
18 practices that if revealed to another Party would put the Designating Party at a  
19 competitive disadvantage or provide the Receiving Party with an unfair  
20 competitive advantage. This designation shall also apply to the matters set forth  
21 under section 4.2 below, except that Plaintiffs may treat material designated as  
22 “Highly Confidential – Attorney Eyes Only” as though it were marked  
23 “Confidential” under this Order.

24 2.9 House Counsel: attorneys who are employees of a Party to this  
25 Action. House Counsel does not include Outside Counsel of Record or any other  
26 outside counsel.

27 2.10 Law Enforcement Personnel: employees of a United States federal or  
28 state entity charged with enforcing criminal or civil laws.

1           2.11 Non-Party: any natural person, partnership, corporation, association,  
2 or other legal entity not named as a Party to this Action.

3           2.12 Outside Counsel of Record: attorneys who are not employees of a  
4 Party to this Action but are retained to represent or advise a Party to this Action  
5 and have appeared in this Action on behalf of that Party or are affiliated with a law  
6 firm that has appeared on behalf of that Party, including support staff.

7           2.13 Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, contractors, retained experts, and Outside Counsel of  
9 Record.

10          2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.15 Professional Vendors: persons or entities that provide litigation-  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.16 Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18          2.17 Receiving Party: a Party that receives Disclosure or Discovery  
19 Material from a Producing Party.

20    3.    SCOPE

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

26           Any use of Protected Material at trial shall be governed by the orders of the  
27 trial judge. This Order does not govern the use of Protected Material at trial, except  
28 as stated explicitly herein.

1 4. DESIGNATING PROTECTED MATERIAL

2 4.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

18 4.2 Manner and Timing of Designations. Except as otherwise provided in  
19 this Order or as otherwise stipulated or ordered, Disclosure or Discovery Material  
20 that qualifies for protection under this Order must be clearly so designated before  
21 the material is disclosed or produced.

22 Designation in conformity with this Order requires:

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

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

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

16 (b) for testimony given in depositions, the protected testimony the  
17 Designating Party identifies (i) on the record before the close of the deposition, or  
18 (ii) up to 14 days after receipt of the deposition transcript if on the record during  
19 the deposition or in writing before the end of the next business day after the  
20 deposition, the Designating Party indicates an intent to so identify protected  
21 testimony. Before the expiration of the 14-day period for designation, a transcript  
22 shall be treated during that period as if it had been designated HIGHLY  
23 CONFIDENTIAL – ATTORNEY EYES ONLY unless otherwise agreed.

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

1 Producing Party, to the extent practicable, shall identify the protected portion(s).

2 4.3 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 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 5.1 Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court's  
11 Scheduling Order and this Protective Order.

12 5.2 Meet and Confer. The Challenging Party shall initiate the dispute  
13 resolution process under Local Rule 37-1 et seq.

14 5.3 Joint Stipulation. All challenges to confidentiality designations shall  
15 proceed under Local Rule 37-1 through Local Rule 37-4, including the requirement  
16 to submit challenges to the Court via a joint stipulation pursuant to Local Rule 37-  
17 2.

18 5.4 The burden of persuasion in any such challenge proceeding shall be  
19 on the Designating Party. Frivolous challenges or designations, and those made for  
20 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
21 on other Parties) may expose the Challenging or Designating Party to sanctions.  
22 Unless the Designating Party has waived or withdrawn the confidentiality  
23 designation, all Parties shall continue to afford the material in question the level of  
24 protection to which it is entitled under the Producing Party's designation until the  
25 Court rules on the challenge.

26 6. ACCESS TO AND USE OF PROTECTED MATERIAL

27 6.1 Basic Principles. A Receiving Party may use Protected Material that is  
28 disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action unless  
2 another use is authorized by this Order or required by federal statute or regulation  
3 applicable to Plaintiffs. Such Protected Material may be disclosed only to the  
4 categories of persons and under the conditions described in this Order. When them  
5 Action has been terminated, a Receiving Party must comply with the provisions of  
6 section 11 below (FINAL DISPOSITION). Protected Material must be stored and  
7 maintained by a Receiving Party at a location and in a secure manner that ensures  
8 that access is limited to the persons authorized under this Order.

9 6.2 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 well  
14 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 the  
17 Receiving Party;

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

28 (h) during their depositions, witnesses, and attorneys for witnesses, in the

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

9 (i) any mediator or settlement officer, and their supporting personnel,  
10 mutually agreed upon by any of the Parties engaged in settlement discussions; and

11 (j) where Plaintiffs are disclosing any information or item to the Attorney  
12 General of the United States pursuant to 12 U.S.C. § 5566 or to any Law  
13 Enforcement Personnel pursuant to 12 CFR Part 1070, and subject to the  
14 requirements in section 7 herein.

15 6.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
16 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
17 in writing by the Designating Party, a Receiving Party may disclose any  
18 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEY  
19 EYES ONLY” only to:

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

23 (b) House Counsel of the Receiving Party to whom disclosure is reasonably  
24 necessary for this Action;

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

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  
3 Vendors to whom disclosure is reasonably necessary for this Action and who have  
4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

16 (i) any mediator or settlement officer, and their supporting personnel,  
17 mutually agreed upon by any of the Parties engaged in settlement discussions.

18 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCE  
19 IN OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation  
21 that compels disclosure of any information or items designated in this Action, as  
22 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
23 ONLY,” that Party must:

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

26 (b) promptly notify in writing the party who caused the subpoena or order to  
27 issue in the other litigation, or the U.S. Attorney General, Law Enforcement  
28 Personnel or other government agency personnel who will receive such Protected

1 Material, that some or all of the material covered by the subpoena or order is  
2 subject to this Protective Order. Such notification shall include a copy of this  
3 Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued  
5 by the Designating Party whose Protected Material may be affected. If the  
6 Designating Party timely seeks a protective order, the Party served with the  
7 subpoena or court order shall not produce any information designated in this action  
8 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
9 ONLY,” before a determination by the court from which the subpoena or order  
10 issued, unless the Party has obtained the Designating Party’s permission.

11 The Designating Party shall bear the burden and expense of seeking  
12 protection in that court of its confidential material and nothing in these provisions  
13 should be construed as authorizing or encouraging a Receiving Party in this Action  
14 to disobey a lawful directive from another court.

15 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
16 PRODUCED IN THIS ACTION

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

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

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

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

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

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

14 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

24 10. MISCELLANEOUS

25 10.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

27 10.2 Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order, no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in  
2 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
3 any ground to use in evidence of any of the material covered by this Protective  
4 Order.

5 10.3 Filing Protected Material. Without written permission from the  
6 Designing Party or a Court order, a Party may not file in the public record in this  
7 Action any Protected Material. A Party that seeks to file under seal any Protected  
8 Material must comply with Local Civil Rule 79-5. Protected Material may only be  
9 filed under seal pursuant to a court order authorizing the sealing of the specific  
10 Protected Material at issue. The fact that a document has been designated under  
11 this Order is insufficient to justify filing under seal. Instead, Parties must explain  
12 the basis for confidentiality of each document sought to be filed under seal.  
13 Because a Party other than the designator will often be seeking to file designated  
14 material, cooperation between the Parties in preparing, and in reducing the number  
15 and extent of, requests for under seal filing is essential. If a Party's request to file  
16 Protected Material under seal is denied by the court, then the Receiving Party may  
17 file the information in the public record unless otherwise instructed by the court.

18 11. FINAL DISPOSITION

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

27 After the final disposition of this Action, within 60 days of a written request  
28 by the Designating Party, each Receiving Party must return all Protected Material

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

19 12. VIOLATION

20 Any violation of this Order may be punished by appropriate measures  
21 including, without limitation, contempt proceedings and monetary sanctions.  
22

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24  
25 DATED: \_\_July 28, 2017\_\_

26  
27 \_\_\_\_\_/S/ Suzanne H. Segal\_\_\_\_\_

28 Hon. Suzanne H. Segal, United States Magistrate Judge

1 **EXHIBIT "A"**

2 **ACKNOWLEDGEMENT OF AND AGREEMENT TO BE BOUND BY**  
3 **STIPULATION AND PROTECTIVE ORDER**

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  
6 entirety and understand the Protective Order that was issued by the United States  
7 District Court for the Central District of California on \_\_\_\_\_ [date] in  
8 the case of *Wendy Littlefield, et al. v. Nutribullet, L.L.C., et al.* Case No. 2:16-cv-  
9 06894-MWF-SS, I agree to comply with and to be bound by all the terms of this  
10 Protective Order, and I understand and acknowledge that failure to so comply  
11 could expose me to sanctions and punishment for contempt. I solemnly promise  
12 that I will not disclose in any manner any information or item that is subject to this  
13 Protective Order to any person or entity except in strict compliance with this  
14 Order. I further agree to submit to the jurisdiction of the United States District  
15 Court for the Central District of California for the purpose of enforcing this Order,  
16 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 telephone  
19 number] as my California agent for service of process in connection with this  
20 action or any proceedings related to enforcement of this Order.

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

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

25  
26 Printed Name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_