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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

TESORO REFINING & MARKETING
COMPANY LLC, et al.

Plaintiff,

v.

COUNTY SANITATION DISTRICT
NO. 3 OF LOS ANGELES COUNTY,
et al.

Defendants.

Case No. 2:16-cv-06963-VAP-FFM
(Assigned to Judge Virginia A. Phillips)

**[PROPOSED] ORDER RE
STIPULATED PROTECTIVE
ORDER**

Trial Date: November 13, 2018

1 This Court, having received and reviewed the Stipulation of the Parties
2 referenced immediately above, and finding good cause therefore,

3 IT IS HEREBY ORDERED THAT:

4 **1. PURPOSES AND LIMITATIONS**

5 Discovery in this action is likely to involve production of confidential,
6 proprietary, or private information for which special protection from public
7 disclosure and from use for any purpose other than prosecuting or defending this
8 litigation may be warranted. Accordingly, the parties hereby stipulate to and petition
9 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
11 responses to discovery and that the protection it affords from public disclosure and
12 use extends only to the limited information or items that are entitled to confidential
13 treatment under the applicable legal principles. The parties further acknowledge, as
14 set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle
15 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
16 procedures that must be followed and the standards that will be applied when a party
17 seeks permission from the court to file material under seal.

18 **2. GOOD CAUSE STATEMENT**

19 This action is likely to involve trade secrets, customer and pricing lists and
20 other valuable research, development, commercial, financial, technical and/or
21 proprietary information for which special protection from public disclosure and
22 from use for any purpose other than prosecution of this action is warranted. Such
23 confidential and proprietary materials and information consist of, among other
24 things, confidential business or financial information, information regarding
25 confidential business practices, or other confidential research, development, or
26 commercial information (including information implicating privacy rights of third
27 parties), information otherwise generally unavailable to the public, or which may be
28 privileged or otherwise protected from disclosure under state or federal statutes,

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

12 **3. DEFINITIONS**

13 3.1 Action: The instant action: Tesoro Refining & Marketing Company
14 LLC, et al. v. County Sanitation District No. 3 of Los Angeles County, et al.,
15 Central District of California Case No. 2:16-cv-06963-VAP-FFM.

16 3.2 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 3.3 “CONFIDENTIAL” Information or Items: information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for
20 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
21 the Good Cause Statement.

22 3.4 Counsel: Outside Counsel of Record and House Counsel (as well as
23 their support staff).

24 3.5 Designating Party: a Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”

27 3.6 Disclosure or Discovery Material: all items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 3.7 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 3.8 House Counsel: attorneys who are employees of a party to this Action,
7 as well as their support staff. House Counsel does not include Outside Counsel of
8 Record or any other outside counsel.

9 3.9 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 3.10 Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action and
13 have appeared in this Action on behalf of that party or are affiliated with a law firm
14 which has appeared on behalf of that party, and includes support staff.

15 3.11 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 3.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 3.13 Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 3.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 3.15 Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.

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1 **4. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.
7 However, the protections conferred by this Stipulation and Order do not cover the
8 following information: (a) any information that is in the public domain at the time of
9 disclosure to a Receiving Party or becomes part of the public domain after its
10 disclosure to a Receiving Party as a result of publication not involving a violation of
11 this Order, including becoming part of the public record through trial or otherwise;
12 and (b) any information known to the Receiving Party prior to the disclosure or
13 obtained by the Receiving Party after the disclosure from a source who obtained the
14 information lawfully and under no obligation of confidentiality to the Designating
15 Party.

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

18 **5. DURATION**

19 Even after final disposition of this litigation, the confidentiality obligations
20 imposed by this Order shall remain in effect until a Designating Party agrees
21 otherwise in writing or a court order otherwise directs. Final disposition shall be
22 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
23 or 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 time
26 pursuant to applicable law.

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1 **6. DESIGNATING PROTECTED MATERIAL**

2 6.1 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. To the extent it is practical to do so, the
6 Designating Party must designate for protection only those parts of material,
7 documents, items, or oral or written communications that qualify so that other
8 portions of the material, documents, items, or communications for which protection
9 is not warranted are not swept 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 impose
13 unnecessary expenses and burdens on other parties) may expose the Designating
14 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 6.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of Section 6.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

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

1 also must clearly identify the protected portion(s) (e.g., by making appropriate
2 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 “CONFIDENTIAL.” After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine which
9 documents, or portions thereof, qualify for protection under this Order. Then, before
10 producing the specified documents, the Producing Party must affix the
11 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion
12 or portions of the material on a page qualifies for protection, the Producing Party
13 also must clearly identify the protected portion(s) (e.g., by making appropriate
14 markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify
16 the Disclosure or Discovery Material on the record, before the close of the
17 deposition all protected testimony and specify the level of protection being asserted.
18 When it is impractical to identify separately each portion of testimony that is
19 entitled to protection and it appears that substantial portions of the testimony may
20 qualify for protection, the Designating Party may invoke on the record (before the
21 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days
22 to identify the specific portions of the testimony as to which protection is sought and
23 to specify the level of protection being asserted. Only those portions of the
24 testimony that are appropriately designated for protection within the 21 days shall be
25 covered by the provisions of this Stipulated Protective Order. Alternatively, a
26 Designating Party may specify, at the deposition or up to 21 days afterwards if that
27 period is properly invoked, that the entire transcript shall be treated as
28 “CONFIDENTIAL.”

1 Parties shall give the other parties notice if they reasonably expect a
2 deposition, hearing or other proceeding to include Protected Material so that the
3 other parties can ensure that only authorized individuals who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
5 proceedings. The use of a document as an exhibit at a deposition shall not in any
6 way affect its designation as “CONFIDENTIAL.”

7 Transcripts containing Protected Material shall have an obvious legend on the
8 title page that the transcript contains Protected Material, and the title page shall be
9 followed by a list of all pages (including line numbers as appropriate) that have been
10 designated as Protected Material and the level of protection being asserted by the
11 Designating Party. The Designating Party shall inform the court reporter of these
12 requirements. Any transcript that is prepared before the expiration of a 21-day
13 period for designation shall be treated during that period as if it had been designated
14 “CONFIDENTIAL” in its entirety unless otherwise agreed. After the expiration of
15 that period, the transcript shall be treated only as actually designated.

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

22 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
23 failure to designate qualified information or items does not, standing alone, waive
24 the Designating Party’s right to secure protection under this Order for such material.
25 Upon timely correction of a designation, the Receiving Party must make reasonable
26 efforts to assure that the material is treated in accordance with the provisions of this
27 Order.

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1 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court’s
4 Scheduling Order. Unless a prompt challenge to a Designating Party’s
5 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
6 unnecessary economic burdens, or a significant disruption or delay of the litigation,
7 a Party does not waive its right to challenge a confidentiality designation by electing
8 not to mount a challenge promptly after the original designation is disclosed.

9 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process by providing written notice of each designation it is challenging
11 and describing the basis for each challenge. To avoid ambiguity as to whether a
12 challenge has been made, the written notice must recite that the challenge to
13 confidentiality is being made in accordance with this specific Section of the
14 Protective Order. The parties shall attempt to resolve each challenge in good faith
15 through use of the procedures set forth in Local Rule 37-1 et seq.

16 7.3 Judicial Intervention. If the Parties cannot resolve a challenge without
17 court intervention, the Designating Party shall arrange for a teleconference with the
18 Magistrate Judge to attempt an informal resolution of the dispute. If that is not
19 successful to resolve the dispute, the Designating Party shall file and serve a motion
20 to retain confidentiality in compliance with Local Rule 7-2 et seq. (and in
21 compliance with Local Rule 79-5, if applicable) within 14 days of the
22 teleconference with the Magistrate Judge . Each such motion must be accompanied
23 by a competent declaration affirming that the movant has complied with the meet
24 and confer requirements imposed in the preceding paragraph. Failure by the
25 Designating Party to make such a motion including the required declaration within
26 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
27 designation for each challenged designation. In addition, the Challenging Party may
28 file a motion challenging a confidentiality designation at any time if there is good

1 cause for doing so, including a challenge to the designation of a deposition transcript
2 or any portions thereof. Any motion brought pursuant to this provision must be
3 accompanied by a competent declaration affirming that the movant has complied
4 with the meet and confer requirements imposed by the preceding paragraph.

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

12 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 8.1 Basic Principles. A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Non-Party in connection with this
15 Action only for prosecuting, defending, or attempting to settle this Action. Such
16 Protected Material may be disclosed only to the categories of persons and under the
17 conditions described in this Order. When the Action has been terminated, a
18 Receiving Party must comply with the provisions of Section 14 below (FINAL
19 DISPOSITION).

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

23 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
24 otherwise ordered by the court or permitted in writing by the Designating Party, a
25 Receiving Party may disclose any information or item designated
26 "CONFIDENTIAL" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
28 as employees of said Outside Counsel of Record to whom it is reasonably necessary

1 to disclose the information for this Action;

2 (b) the officers, directors, and employees (including House Counsel) of the

3 Receiving Party to whom disclosure is reasonably necessary for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom

5 disclosure is reasonably necessary for this Action and who have signed the

6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) private court reporters and their staff to whom disclosure is reasonably

9 necessary for this Action and who have signed the “Acknowledgment and

10 Agreement to Be Bound” (Exhibit A);

11 (f) professional jury or trial consultants, mock jurors, and Professional

12 Vendors to whom disclosure is reasonably necessary for this Action and who have

13 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (g) the author or recipient of a document containing the information or a

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

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

17 Action to whom disclosure is reasonably necessary (unless otherwise agreed by the

18 Designating Party or ordered by the court) provided: (1) the witness and attorneys

19 for witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 and (2) they will not be permitted to keep any confidential information unless they

21 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A). Pages of

22 transcribed deposition testimony or exhibits to depositions that reveal Protected

23 Material may be separately bound by the court reporter and may not be disclosed to

24 anyone except as permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their support staff, mutually

26 agreed upon by any of the parties engaged in settlement discussions, and who has

27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

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1 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

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

6 (a) promptly notify in writing the Designating Party. Such notification
7 shall include a copy of the subpoena or court order unless prohibited by law;

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

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

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

22 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
23 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

13 (c) If a Non-Party represented by counsel fails to commence the process
14 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the
15 notice and accompanying information or fails contemporaneously to notify the
16 Receiving Party that it has done so, the Receiving Party may produce the Non-
17 Party's confidential information responsive to the discovery request. If an
18 unrepresented Non-Party fails to seek a protective order from this court within 14
19 days of receiving the notice and accompanying information, the Receiving Party
20 may produce the Non-Party's confidential information responsive to the discovery
21 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
22 not produce any information in its possession or control that is subject to the
23 confidentiality agreement with the Non-Party before a determination by the court
24 unless otherwise required by law or court order. Absent a court order to the
25 contrary, the Non-Party shall bear the burden and expense of seeking protection in
26 this court of its Protected Material.

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1 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

10 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 The parties have negotiated a Discovery Stipulation, which the Parties
13 anticipate will be submitted to the Court just before or just after this Stipulated
14 Protective Order, and likely during the week of October 23, 2017. When a
15 Producing Party gives notice to Receiving Parties that certain inadvertently
16 produced material is subject to a claim of privilege or other protection, the
17 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
18 Procedure 26(b)(5)(B) and the Parties’ Discovery Stipulation. This provision is not
19 intended to modify the procedure established in the Discovery Stipulation and
20 Order. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties
21 reach an agreement on the effect of disclosure of a communication or information
22 covered by the attorney-client privilege or work product protection, the parties may
23 incorporate their agreement into this Stipulated Protective Order or may rely on a
24 separate order, such as the Discovery Stipulation.

25 **13. MISCELLANEOUS**

26 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the Court in the future.

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1 13.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Stipulated Protective Order no Party waives any right it otherwise would have to
3 object to disclosing or producing any information or item on any ground not
4 addressed in this Stipulated Protective Order. Similarly, no Party waives any right to
5 object on any ground to use in evidence of any of the material covered by this
6 Stipulated Protective Order.

7 13.3 Filing Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
9 orders of the assigned District Judge and Magistrate Judge. Protected Material may
10 only be filed under seal pursuant to a court order authorizing the sealing of the
11 specific Protected Material at issue. If a Party's request to file Protected Material
12 under seal is denied by the court, then the Receiving Party may file the information
13 in the public record unless otherwise instructed by the court.

14 **14. FINAL DISPOSITION**

15 After the final disposition of this Action, as defined in Section 5, within 60
16 days of a written request by the Designating Party, each Receiving Party must return
17 all Protected Material to the Producing Party or destroy such material, to the greatest
18 extent reasonably possible. As used in this subdivision, "all Protected Material"
19 includes all copies, abstracts, compilations, summaries, and any other format
20 reproducing or capturing any of the Protected Material. Whether the Protected
21 Material is returned or destroyed, the Receiving Party must submit a written
22 certification to the Producing Party (and, if not the same person or entity, to the
23 Designating Party) by the 60 day deadline that (1) identifies (by category, where
24 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
25 that the Receiving Party has not retained any copies, abstracts, compilations,
26 summaries or any other format reproducing or capturing any of the Protected
27 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
28 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal

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

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

9 **IT IS SO ORDERED**

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11 Dated: October 31, 2017

12 /S/FREDERICK F. MUMM
13 Hon. Frederick F. Mumm
14 UNITED STATES MAGISTRATE JUDGE
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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 _____ in the case of Tesoro Refining & Marketing
8 Company LLC, et al. v. County Sanitation District No. 3 of Los Angeles County, et
9 al., Case No. 2:16-cv-06963-VAP-FFM. I agree to comply with and to be bound by
10 all the terms of this Stipulated Protective Order and I understand and acknowledge
11 that failure to so comply could expose me to sanctions and punishment in the nature
12 of contempt. I solemnly promise that I will not disclose in any manner any
13 information or item that is subject to this Stipulated Protective Order to any person
14 or entity except in strict compliance with the provisions of this Order.

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

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____

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