

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

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

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

THOMAS MILLER and WILLIAM
LIANG,

Defendants.

Case No. 2:17-cv-00897-CBM-RAO

**STIPULATED [~~PROPOSED~~]
PROTECTIVE ORDER¹**

1. A. PURPOSES AND LIMITATIONS

Defendants believe that discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Plaintiff Securities and Exchange Commission (“SEC”) takes the position that when considering whether good cause for a protective order under Rule 26(c) exists, courts must weigh the presumption of openness of litigation materials against the asserted right of confidentiality. When

¹This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver’s Procedures.

1 the government is a party to the litigation, those matters are of significant public
2 concern which may often outweigh any competing interest in confidentiality.
3 Nonetheless, the parties hereby stipulate to and petition the Court to enter the
4 following Stipulated Protective Order. The parties acknowledge that this Order does
5 not confer blanket protections on all disclosures or responses to discovery and that
6 the protection it affords from public disclosure and use extends only to the limited
7 information or items that are entitled to confidential treatment under the applicable
8 legal principles.

9 B. GOOD CAUSE STATEMENT

10 This action is likely to involve valuable commercial, financial, technical
11 and/or proprietary information for which special protection from public disclosure
12 and from use for any purpose other than prosecution of this action is warranted.
13 Such confidential and proprietary materials and information consist of, among other
14 things, confidential business or financial information, information regarding
15 confidential business practices, or other confidential research, development, or
16 commercial information (including information implicating privacy rights of third
17 parties), information otherwise generally unavailable to the public, or which may be
18 privileged or otherwise protected from disclosure under state or federal statutes,
19 court rules, case decisions, or common law. Accordingly, to expedite the flow of
20 information, to facilitate the prompt resolution of disputes over confidentiality of
21 discovery materials, to adequately protect information the parties are entitled to
22 keep confidential, to ensure that the parties are permitted reasonable necessary uses
23 of such material in preparation for and in the conduct of trial, to address their
24 handling at the end of the litigation, and serve the ends of justice, a protective order
25 for such information is justified in this matter. It is the intent of the parties that
26 information will not be designated as confidential for tactical reasons and that
27 nothing be so designated without a good faith belief that it has been maintained in a
28 confidential, non-public manner, and there is good cause why it should not be part

1 of the public record of this case.

2 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

3 The parties further acknowledge, as set forth in Section 12.3, below, that this
4 Stipulated Protective Order does not create an entitlement or an obligation to file
5 confidential information under seal; Local Civil Rule 79-5 sets forth the procedures
6 that must be followed and the standards that will be applied when a party seeks
7 permission from the court to file material under seal.

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

21 Further, if a party requests sealing related to a dispositive motion or trial,
22 then compelling reasons, not only good cause, for the sealing must be shown, and
23 the relief sought shall be narrowly tailored to serve the specific interest to be
24 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
25 2010). For each item or type of information, document, or thing sought to be filed
26 or introduced under seal in connection with a dispositive motion or trial, the party
27 seeking protection must articulate compelling reasons, supported by specific facts
28 and legal justification, for the requested sealing order. Again, competent evidence

1 supporting the application to file documents under seal must be provided by
2 declaration.

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

9
10 2. DEFINITIONS

11 2.1. Action: Securities and Exchange Commission v. Thomas Miller, et
12 al., USDC Case No. 2:17-cv-00897-CBM-RAO.

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

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

19 2.4. Counsel: attorneys who are retained or employed to represent or
20 advise a Party in this action (as well as their support staff).

21 2.5. Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL.”

24 2.6. Disclosure or Discovery Material: all items or information, regardless
25 of the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced
27 or generated in disclosures or responses to discovery in this matter.

28

1 2.7. Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8. Non-Party: any natural person, partnership, corporation, association or
5 other legal entity not named as a Party to this action.

6 2.9. Party: any party to this Action, including all of its officers, directors,
7 employees, consultants, retained experts, and Counsel (and their support staffs).

8 2.10. Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.11. Professional Vendors: persons or entities that provide litigation
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 2.12. Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL.”

16 2.13. Receiving Party: a Party that receives Disclosure or Discovery
17 Material from a Producing Party.

18
19 3. SCOPE

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

25 However, the protections conferred by this Protective Order do not cover the
26 following information: (a) any information that is in the public domain at the time
27 of disclosure to a Receiving Party or becomes part of the public domain after its
28 disclosure to a Receiving Party as a result of publication not involving violation of

1 this Protective Order, including becoming part of the public record through trial or
2 otherwise; (b) any information known to the Receiving Party prior to the disclosure
3 or obtained by the Receiving Party after the disclosure from a source who obtained
4 the information lawfully and under no obligation of confidentiality to the
5 Designating Party; and (c) any information that has come into the possession of a
6 Receiving Party prior to the entry of this Protective Order.

7 Notwithstanding any other provision contained herein, this Protective Order
8 shall not limit or otherwise abrogate the ability and authority of Plaintiff Securities
9 and Exchange Commission (“SEC”) to, without notifying the Designating Party:
10 (1) use, disclose, or retain any materials to the extent required by law; and/or (2)
11 use or disclose any materials in a manner consistent with paragraphs 1-22 of
12 Section H of SEC Form 1662 (the “Routine Uses of Information”), a copy of which
13 is attached hereto as Exhibit B.

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

16
17 **4. DURATION**

18 Once a case proceeds to trial, information that was designated as
19 CONFIDENTIAL or maintained pursuant to this protective order and then used or
20 introduced as an exhibit at trial becomes public and will be presumptively available
21 to all members of the public, including the press, unless compelling reasons
22 supported by specific factual findings to proceed otherwise are made to the trial
23 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing
24 “good cause” showing for sealing documents produced in discovery from
25 “compelling reasons” standard when merits-related documents are part of court
26 record). Accordingly, the terms of this protective order do not extend beyond the
27 commencement of the trial as to all such information that becomes public.
28

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1. 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 5.2. Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(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 in order for the protections conferred by this Protective Order to apply.

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" (hereinafter "CONFIDENTIAL legend"), to each page that
28 contains protected material. If only a portion of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s)
2 (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 “CONFIDENTIAL.” After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine
9 which documents, or portions thereof, qualify for protection under this Order.

10 Then, before producing the specified documents, the Producing Party must affix the
11 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
12 portion of the material on a page qualifies for protection, the Producing Party also
13 must clearly identify the protected portion(s) (e.g., by making appropriate markings
14 in the margins).

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

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

24 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party’s right to secure protection under this Order for such
27 material. Upon timely correction of a designation, the Receiving Party must make
28

1 reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Order.

3
4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court's
7 Scheduling Order.

8 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process under Local Rule 37.1 *et seq.*

10 6.3. The burden of persuasion in any such challenge proceeding shall be on
11 the Designating Party. Frivolous challenges, and those made for an improper
12 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
13 parties) may expose the Challenging Party to sanctions. Unless the Designating
14 Party has waived or withdrawn the confidentiality designation, all parties shall
15 continue to afford the material in question the level of protection to which it is
16 entitled under the Producing Party's designation until the Court rules on the
17 challenge.

18
19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1. Basic Principles. A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this
22 Action only for prosecuting, defending or attempting to settle this Action. Such
23 Protected Material may be disclosed only to the categories of persons and under the
24 conditions described in this Order. When the Action has been terminated, a
25 Receiving Party must comply with the provisions of section 13 below (FINAL
26 DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a
28 location and in a secure manner that ensures that access is limited to the persons

1 authorized under this Order.

2 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
3 otherwise ordered by the court or permitted in writing by the Designating Party, a
4 Receiving Party may disclose any information or item designated
5 “CONFIDENTIAL” only to:

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

9 (b) the officers, directors, and employees of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action;

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

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

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

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

21 (h) during their depositions, witnesses, and attorneys for witnesses, in the
22 Action to whom disclosure is reasonably necessary provided they will not be
23 permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
25 agreed by the Designating Party or ordered by the court. Pages of transcribed
26 deposition testimony or exhibits to depositions that reveal Protected Material may
27 be separately bound by the court reporter and may not be disclosed to anyone
28 except as permitted under this Stipulated Protective Order;

1 (i) potential witnesses interviewed by a Receiving Party’s counsel, in
2 connection with the action to whom Counsel determines that disclosure is
3 reasonably necessary provided they sign the “Acknowledgment and Agreement to
4 Be Bound” (Exhibit A). Potential witnesses may be shown information and
5 documents designated “CONFIDENTIAL” for purposes of an interview but shall
6 not be given a copy of such document(s) to keep permanently; and

7 (j) any mediator or settlement officer, and their supporting personnel,
8 mutually agreed upon by any of the parties engaged in settlement discussions.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
10 IN OTHER LITIGATION
11

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

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

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

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

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

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

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

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

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

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

20 (c) If the Non-Party fails to seek a protective order from this court within
21 14 days of receiving the notice and accompanying information, the Receiving Party
22 may produce the Non-Party’s confidential information responsive to the discovery
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
24 not produce any information in its possession or control that is subject to the
25 confidentiality agreement with the Non-Party before a determination by the court.
26 Absent a court order to the contrary, the Non-Party shall bear the burden and
27 expense of seeking protection in this court of its Protected Material.
28

1 10. 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
6 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
7 person or persons to whom unauthorized disclosures were made of all the terms of
8 this Order, and (d) request such person or persons to execute the “Acknowledgment
9 and Agreement to Be Bound” that is attached hereto as Exhibit A.

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

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other
15 protection, the obligations of the Receiving Parties are those set forth in Federal
16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
17 whatever procedure may be established in an e-discovery order that provides for
18 production without prior privilege review. Pursuant to Federal Rule of Evidence
19 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
20 of a communication or information covered by the attorney-client privilege or work
21 product protection, the parties may incorporate their agreement in the stipulated
22 protective order submitted to the court.

23
24 12. MISCELLANEOUS

25 12.1. 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
28

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

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

13 Notwithstanding any other provision of this Protective Order, the SEC shall
14 not be limited in its ability to share, disclose, or produce any information received
15 in connection with this action with any other federal or state authority, agency, or
16 department.

17
18 13. FINAL DISPOSITION

19 After the final disposition of this Action, within 60 days of a written request
20 by the Designating Party, each Receiving Party must return all Protected Material to
21 the Producing Party or destroy such material. As used in this subdivision, "all
22 Protected Material" includes all copies, abstracts, compilations, summaries, and any
23 other format reproducing or capturing any of the Protected Material. Whether the
24 Protected Material is returned or destroyed, the Receiving Party must submit a
25 written certification to the Producing Party (and, if not the same person or entity, to
26 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
27 appropriate) all the Protected Material that was returned or destroyed and (2)
28 affirms that the Receiving Party has not retained any copies, abstracts,

1 compilations, summaries or any other format reproducing or capturing any of the
2 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
3 archival copy of all pleadings, motion papers, trial, deposition, and hearing
4 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
5 reports, attorney work product, and consultant and expert work product, even if
6 such materials contain Protected Material. Any such archival copies that contain or
7 constitute Protected Material remain subject to this Protective Order except as set
8 forth in Section 4 (DURATION).

9 Unlike private litigants, the SEC has separate and additional document
10 retention obligations mandated by statutes, including, but not limited to, the
11 following: (1) 18 U.S.C. §§ 641 and 2071; (2) 44 U.S.C. Chapters 21, 29, 31, and
12 33; and (3) 36 C.F.R. Parts 1220-1239. As a result, Paragraph 13 shall not apply to
13 any Protected Material in the possession of the SEC. In addition, nothing in this
14 Protective Order shall restrict or limit the SEC from retaining any materials to the
15 extent required by law. The SEC may retain any Protected Material should it or its
16 staff determine that it should or must retain such information to fulfill its record-
17 keeping obligations or any other obligation, or to carry out any permitted uses
18 under the SEC's Form 1662.

19
20 14. VIOLATION

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

23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

24 ///

25 ///

26 ///

27 ///

28 ///

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

Dated: April 3, 2018

SECURITIES AND EXCHANGE COMMISSION

By: /s/ Gary Y. Leung

Gary Y. Leung

Attorneys for Plaintiff
SECURITIES AND EXCHANGE
COMMISSION

Dated: April 3, 2018

DRINKER BIDDLE & REATH LLP

By: /s/ Erin E. McCracken

Sheldon Eisenberg
Mary P. Hansen (*pro hac vice*)
Erin E. McCracken
Marshall L. Baker

Attorneys for Defendant
THOMAS MILLER

Dated: April 3, 2018

MANATT PHELPS & PHILLIPS LLP

By: /s/ John F. Libby

John F. Libby

Attorneys for Defendant
WILLIAM LIANG

Attestation

Pursuant to L.R. 5-4.3.4(a)(2)(i), I, Erin E. McCracken, attest that all signatories identified above, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

//

//

//

//

1 Dated: April 3, 2018

DRINKER BIDDLE & REATH LLP

2

By: /s/ Erin E. McCracken

3

Erin E. McCracken

4

Attorneys for Defendant
THOMAS MILLER

5

///

6

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

7

8

DATED: April 25, 2018

9

10

Rozella A. Oliver

11

HONORABLE ROZELLA A. OLIVER

12

United States Magistrate Judge

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of _____ **[insert formal name of the case and
the number and initials assigned to it by the court]**. I agree to comply with and
to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____