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

In The Matter Of The Arbitration  
Between TRADEWINDS LTD., d/b/a  
TRADEWINDS CONSULTING, LTD.,  
  
Petitioner,  
  
v.  
  
GRUPO DOLPHIN DISCOVERY and  
CONTROLADORA DOLPHIN S.A. de  
C.V.,  
  
Respondents.

Case No. 2:17-cv-01292-RGK

RAO

**STIPULATED  
PROTECTIVE ORDER**

1           1. A. PURPOSES AND LIMITATIONS

2           Discovery in this judgment enforcement action may involve production of  
3 confidential information of disinterested third parties for which special protection  
4 from public disclosure and from use for any purpose other than enforcing the  
5 judgment may be warranted. Accordingly, the parties hereby stipulate to and  
6 petition the Court to enter the following Stipulated Protective Order. The judgment  
7 debtors acknowledge that discovery in a judgment enforcement is distinct from a  
8 pre-judgment action. Post judgment discovery favors “full discovery of any matter  
9 arguably related to [the creditor’s] efforts to trace [the debtor’s] assets and  
10 otherwise enforce its judgment.” *A&F Bahamas, LLC, World Venture Group, Inc.*,  
11 CV 17-8523, 2018 WL 5961297 at \*2 (C.D. Cal. 2018). Therefore, this Order is  
12 narrowly tailored to protect the confidential information of disinterested third  
13 parties. It does not confer protections to the financial information and business  
14 information of the debtors. Not does it provide blanket protections on all  
15 disclosures or responses to discovery. The protection this order affords from public  
16 disclosure and use extends only to the limited information or items that are entitled  
17 to confidential treatment under the applicable legal principles and pursuant to this  
18 order.

19           B. GOOD CAUSE STATEMENT

20           The judgment debtors have requested entry of this protective order to  
21 maintain the confidentiality of contracts with third parties that contain valid  
22 confidentiality clauses. Plaintiff also agrees not to use the information or documents  
23 acquired in discovery (that Plaintiff would not have had access to otherwise) for  
24 competitive or commercial purposes. Plaintiff further agrees not to disseminate or  
25 post information or documents acquired from Defendants in discovery (that  
26 Plaintiff would not have had access to otherwise) on social media platforms. **This**  
27 **protective order is limited to these purposes.** Accordingly, to expedite the flow  
28 of information, to facilitate the prompt resolution of disputes over confidentiality

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

10 D. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER  
11 SEAL

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

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

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

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

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

## 18 2. DEFINITIONS

19 2.1 Action: this federal lawsuit.

20 2.2 Challenging Party: a Party or Non-Party that challenges the  
21 designation of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
23 how it is generated, stored or maintained) or tangible things that qualify for  
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
25 the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
27 their support staff).  
28

1           2.5    Designating Party: a Party or Non-Party that designates information  
2 or items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           2.6    Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things) that are produced  
7 or generated in disclosures or responses to discovery in this matter.

8           2.7    Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve  
10 as an expert witness or as a consultant in this Action.

11          2.8    House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14          2.9    Non-Party: any natural person, partnership, corporation, association or  
15 other legal entity not named as a Party to this action.

16          2.10 Outside Counsel of Record: attorneys who are not employees of a  
17 party to this Action but are retained to represent or advise a party to this Action and  
18 have appeared in this Action on behalf of that party or are affiliated with a law firm  
19 that has appeared on behalf of that party, and includes support staff.

20          2.11 Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25          2.13 Professional Vendors: persons or entities that provide litigation  
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.14 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL.”

3           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
4 Material from a Producing Party.

5       3. SCOPE

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

11           Any use of Protected Material in judgment enforcement proceedings shall be  
12 governed by the orders of Court. This Order does not govern the use of Protected  
13 Material at evidentiary hearings.

14       4. DURATION

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

25       5. DESIGNATING PROTECTED MATERIAL

26           5.1 Exercise of Restraint and Care in Designating Material for Protection.  
27 Each Party or Non-Party that designates information or items for protection under  
28 this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate for  
2 protection only those parts of material, documents, items or oral or written  
3 communications that qualify so that other portions of the material, documents,  
4 items or communications for which protection is not warranted are not swept  
5 unjustifiably within the ambit of this Order.

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

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

14 5.2 Manner and Timing of Designations. Except as otherwise provided in  
15 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
17 under this Order must be clearly so designated before the material is disclosed or  
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (*e.g.*, paper or electronic  
21 documents, but excluding transcripts of depositions or other pretrial or trial  
22 proceedings), that the Producing Party affix at a minimum, the legend  
23 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
24 contains protected material. **If only a portion of the material on a page qualifies  
25 for protection, the Producing Party also must clearly identify the protected  
26 portion(s) (*e.g.*, by making appropriate markings in the margins). The  
27 producing party must also include a log that states the basis for each  
28 confidentiality designation (*e.g.* pointing to the contractual provision or**

1 **nondisclosure agreement that requires the producing party to maintain that**  
2 **document as confidential.)**

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. Then,  
10 before producing the specified documents, the Producing Party must affix the  
11 “CONFIDENTIAL legend” to each page that contains Protected Material. If only  
12 a 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 identifies  
16 the Disclosure or Discovery Material on the record, before the close of the  
17 deposition all protected testimony.

18 (c) for information produced in some form other than documentary and for  
19 any other tangible items, that the Producing Party affix in a prominent place on the  
20 exterior of the container or containers in which the information is stored the legend  
21 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
22 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 reasonable efforts to assure that the material is treated in accordance with the



1 provisions of this Order.

2  
3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
7 resolution process under Local Rule 37.1 et seq.

8 6.3 The burden of persuasion in any such challenge proceeding shall be  
9 on the Designating Party. Frivolous challenges, and those made for an improper  
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
11 parties) may expose the Challenging Party to sanctions. Unless the Designating  
12 Party has waived or withdrawn the confidentiality designation, all parties shall  
13 continue to afford the material in question the level of protection to which it is  
14 entitled under the Producing Party's designation until the Court rules on the  
15 challenge.

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

17 7.1 Basic Principles. A Receiving Party may use Protected Material that  
18 is disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for enforcing the Judgment entered in this Action. Such Protected  
20 Material may be disclosed only to the categories of persons and under the  
21 conditions described in this Order. When the judgment has been satisfied or  
22 discharged, a Receiving Party must comply with the provisions of section 13 below  
23 (FINAL DISPOSITION).

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

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated  
2 “CONFIDENTIAL” only to:

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

6 (b) the officers, directors, and employees (including House Counsel) of the  
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

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

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

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

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

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

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

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 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 shall  
7 include a copy of the subpoena or court order;

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

12 (c) cooperate with respect to all reasonable procedures sought to be pursued  
13 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 9. 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 Non-  
25 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-Party  
6 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 the Non-Party fails to seek a protective order from this court within 14  
14 days of receiving the notice and accompanying information, the Receiving Party  
15 may produce the Non-Party's confidential information responsive to the discovery  
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
17 not produce any information in its possession or control that is subject to the  
18 confidentiality agreement with the Non-Party before a determination by the court.  
19 Absent a court order to the contrary, the Non-Party shall bear the burden and  
20 expense of seeking protection in this court of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstance not authorized under this  
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
25 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
26 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
27 or persons to whom unauthorized disclosures were made of all the terms of this  
28 Order, and;

1 (d) request such person or persons to execute the “Acknowledgment and  
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other  
7 protection, the obligations of the Receiving Parties are those set forth in Federal  
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
9 whatever procedure may be established in an e-discovery order that provides for  
10 production without prior privilege review. Pursuant to Federal Rule of Evidence  
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
12 of a communication or information covered by the attorney-client privilege or work  
13 product protection, the parties may incorporate their agreement in the stipulated  
14 protective order submitted to the court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order, no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in  
21 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
22 any ground to use in evidence of any of the material covered by this Protective  
23 Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
26 may only be filed under seal pursuant to a court order authorizing the sealing of the  
27 specific Protected Material at issue. If a Party’s request to file Protected Material  
28 under seal is denied by the court, then the Receiving Party may file the information

1 in the public record unless otherwise instructed by the court.

2 13. FINAL DISPOSITION

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

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14. VIOLATION

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED May 19, 2023

/s/ Averil K. Andrews  
Attorneys for Petitioner

DATED: May 19, 2023

/s/ Matthew L. Jones  
Attorneys for Respondent

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: May 24, 2023

Rozella A. Oliver  
HON. ROZELLA A. OLIVER  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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

15 I further agree to submit to the jurisdiction of the United States District Court for  
16 the Central District of California for enforcing the terms of this Stipulated  
17 Protective Order, even if such enforcement proceedings occur after termination of  
18 this action. I hereby appoint \_\_\_\_\_ [print or type full  
19 name] of \_\_\_\_\_ [print or type full  
20 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  
26 Printed name: \_\_\_\_\_

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