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 24 ELMER’S PRODUCTS, INC.)

25 UNITED STATES DISTRICT COURT
 26 CENTRAL DISTRICT OF CALIFORNIA
 27 WESTERN DIVISION

28 DAVID SPACONE, individually, and
 on behalf of a class of similarly
 situated individuals,

Plaintiff,

v.

ELMER’S PRODUCTS, INC., a
 Delaware corporation, and DOES 1
 through 10, inclusive,,

Defendant.

Case No. 2:17-cv-02419-AB-MRW

**STIPULATED PROTECTIVE
 ORDER**

Complaint filed: January 31, 2017
 Judge: Hon. André Birotte Jr.
 Magistrate Judge: Hon. Michael R. Wilner
 Trial Date: September 11, 2018

1 1. INTRODUCTION

2 1.1 PURPOSES AND LIMITATIONS

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

16 1.2 GOOD CAUSE STATEMENT

17 This action may involve commercial, financial, technical or proprietary
18 information for which special protection from public disclosure and from use for
19 any purpose other than prosecution of this action is warranted. Such confidential
20 and proprietary materials and information consist of, among other things,
21 confidential business or financial information, information regarding confidential
22 business practices, or other confidential research, development, or commercial
23 information otherwise not generally available to the public, or which may be
24 privileged or otherwise protected from disclosure under state or federal statutes,
25 court rules, case decisions, or common law. Based on the allegations in Plaintiff's
26 Complaint, discovery in this matter will necessarily focus on the development,
27 composition, packaging, marketing, testing, and sales of single-pack .07-oz Krazy
28 Glue® packages with Stay Fresh Container (the "Product"), all of which is

1 sensitive, confidential, and proprietary business information. Plaintiff has already
2 propounded discovery seeking, *inter alia*, information and all documents related to
3 Defendant's pricing, marketing, advertising, size design, store placement, product
4 performance, packaging development, container design, brand strategy, cost,
5 revenue, sales, and profit of the Product.

6 Documents sought by Plaintiff in his discovery requests include proprietary
7 and technical information, financial information and business strategy or marketing
8 information. Plaintiff has also requested Defendant's own testing of its adhesives
9 versus competing products. If revealed to a competitor, such information could put
10 Defendant at a competitive disadvantage, in what is already a competitive market
11 for consumer adhesives. For this reason, the Parties believe that certain documents
12 will merit a HIGHLY CONFIDENTIAL designation, as defined below, and that
13 recognition of such designation (to be used sparingly) will help facilitate a full and
14 cooperative exchange of information.

15 Accordingly, to expedite the flow of information, to facilitate the prompt
16 resolution of disputes over confidentiality of discovery materials, to adequately
17 protect information the parties are entitled to keep confidential, to ensure that the
18 parties are permitted reasonable necessary uses of such material in preparation for
19 and in the conduct of trial, to address their handing at the end of the litigation, and
20 serve the ends of justice, a protective order for such information is justified in this
21 matter. It is the intent of the parties that information will not be designated as
22 confidential for tactical reasons and that nothing be so designated without a good
23 faith belief that it has been maintained in a confidential, non-public manner, and
24 there is good cause why it should not be part of the public record of this case.

25 2. DEFINITIONS

26 2.1 Action: this pending federal law suit.

27 2.2 Challenging Party: a Party or Non-Party that challenges the
28 designation of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
4 the Good Cause Statement.

5 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
6 their support staff).

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

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

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this Action.

17 2.8 “HIGHLY CONFIDENTIAL” Information or Items: information
18 (regardless of how it is generated, stored or maintained) or tangible things, the
19 disclosure of which could directly and significantly disadvantage the Designating
20 Party’s ability to compete in the marketplace, or which could be used by a
21 commercial competitor to gain a competitive advantage over the Designating Party.
22 The HIGHLY CONFIDENTIAL designation shall be used sparingly, and only with
23 respect to documents such as, by way of example, product testing and evaluation
24 materials, proprietary business planning and strategy reports, and other information
25 that a competitor of the Designating Party could use (to the Designating Party’s
26 detriment) in its own advertising or business planning.

1 2.9 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 2.11 Outside Counsel of Record: attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action and
8 have appeared in this Action on behalf of that party or are affiliated with a law firm
9 which has appeared on behalf of that party, and includes support staff.

10 2.12 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.15 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

21 2.16 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 3. SCOPE

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

1 use of Protected Material at trial will be governed by the orders of the trial judge.
2 This Order does not govern the use of Protected Material at trial.

3 4. DURATION

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

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection under
15 this Order must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. The Designating Party must designate for
17 protection only those parts of material, documents, items, or oral or written
18 communications that qualify so that other portions of the material, documents,
19 items, or communications for which protection is not warranted are not swept
20 unjustifiably within the ambit of this Order.

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

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

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated before the material is disclosed or
5 produced.

6 Designation in conformity with this Order requires:

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

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

26 (b) for testimony given in depositions that the Designating Party identify the
27 Disclosure or Discovery Material on the record, before the close of the deposition
28 all protected testimony, or by notifying counsel of record for all parties in writing

1 within fifteen (15) days after receipt of the transcript that designated portions of the
2 transcript are protected.

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

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive
11 the Designating Party’s right to secure protection under this Order for such
12 material. Upon timely correction of a designation, the Receiving Party must make
13 reasonable efforts to assure that the material is treated in accordance with the
14 provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court’s
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party will initiate the dispute
20 resolution process (and, if necessary, file a discovery motion) under Local Rule
21 37.1 et seq. Before the Challenging Party files a motion, the Parties must meet and
22 confer in good faith to resolve the dispute. In no event shall a Challenging Party
23 file a motion unless, at least 14 days prior, it provided the Designating Party with
24 its written objections and the basis for such objections.

25 6.3 The burden of persuasion in any such challenge proceeding will be on
26 the Designating Party. Frivolous challenges, and those made for an improper
27 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
28 parties) may expose the Challenging Party to sanctions. Unless the Designating

1 Party has waived or withdrawn the confidentiality designation, all parties will
2 continue to afford the material in question the level of protection to which it is
3 entitled under the Producing Party's designation until the Court rules on the
4 challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, any
17 information or item designated "CONFIDENTIAL" may only be disclosed to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action,
19 as well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this Action. Counsel of Record shall be
21 responsible to ensure that the employees comply with the terms of this Order;

22 (b) the Receiving Party, and if applicable, the officers, directors,
23 and employees (including House Counsel) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action;

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

28 (d) the Court and its personnel;

1 (e) court reporters and their staff;
2 (f) professional jury or trial consultants, mock jurors, and
3 Professional Vendors to whom disclosure is reasonably necessary for this Action
4 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
5 A);

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

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

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

20 7.3 DISCLOSURE OF “HIGHLY CONFIDENTIAL” Information or
21 Items. Unless otherwise ordered by the court or permitted in writing by the
22 Designating Party, any information or item designated “HIGHLY
23 CONFIDENTIAL” may only be disclosed to those persons set forth in Sections 7.2
24 (a), (c)-(e), (f) (with the exception of mock jurors), (g), and (h) (to the extent the
25 witness is a current or former employee of the Designating Party or an entity
26 affiliated with the Designating Party).

27 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
28 IN OTHER LITIGATION

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

4 (a) promptly notify in writing the Designating Party. Such notification will
5 include a copy of the subpoena or court order;

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

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

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

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

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

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

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

11 (3) make the information requested available for inspection by the Non-
12 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 will
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 will 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
26 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
27 person or persons to whom unauthorized disclosures were made of all the terms of
28 this Order, and (d) request such person or persons to execute the "Acknowledgment

1 and Agreement to Be Bound” that is attached hereto as Exhibit A.

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

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

14 Pursuant to Federal Rule of Evidence 502(b) & (e), the Parties hereby agree
15 that any inadvertently produced document in a production in the litigation shall not
16 result in the waiver of any privilege or protection associated with such document,
17 nor result in a subject matter waiver of any kind. “Inadvertently Produced
18 Document” is a document produced to a Party or Non-Party in this litigation that
19 could have been withheld, in whole or in part, based on a legitimate claim of
20 attorney-client privilege, work-product protection, or other applicable privilege.
21 *See Fed. R. Evid. 502(g).*

22 12. MISCELLANEOUS

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

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

1 any ground to use in evidence of any of the material covered by this Protective
2 Order.

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

9 13. FINAL DISPOSITION

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

1 14. Any willful violation of this Order may be punished by civil or criminal
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
3 authorities, or other appropriate action at the discretion of the Court.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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14 Dated: December 5, 2017

CAPSTONE LAW APC

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16
17 By: /s/ Trisha K. Monesi

18 Lee A. Cirsch
19 Robert K. Friedl
20 Trisha K. Monesi

21 Attorneys for Plaintiff
22 David Spacone

23 Dated: December 5, 2017

SCHIFF HARDIN LLP

24 By: /s/ Jean-Paul P. Cart

25 Jean-Paul P. Cart

26 Attorneys for Defendant
27 Sanford, L.P. (erroneously sued as Elmer's
28 Products, Inc.)

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: December 5, 2017



HON. MICHAEL R. WILNER
United States Magistrate Judge

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EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

DAVID SPACONE, individually, and
on behalf of a class of similarly
situated individuals,

Plaintiff,

v.
ELMER’S PRODUCTS, INC., a
Delaware corporation, and DOES 1
through 10, inclusive,,

Defendant.

Case No. 2:17-cv-02419-AB-MRW

**ACKNOWLEDGEMENT OF
STIPULATED PROTECTIVE
ORDER AND AGREEMENT TO BE
BOUND**

Complaint filed: January 31, 2017
Judge: Hon. André Birotte Jr.
Magistrate Judge: Hon. Michael R. Wilner
Trial Date: September 11, 2018

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [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
above-captioned case. 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 the purpose of enforcing the terms of this Stipulated Protective Order, even if
such enforcement proceedings occur after termination of this action. I hereby
appoint _____ [full name] of _____

1 _____[**full address and telephone number**] as my California agent for service of
2 process in connection with this action or any proceedings related to enforcement of
3 this Stipulated Protective Order.

4
5 Date: _____

6 City and State where signed: _____

7 Printed name: _____

8 Signature: _____

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