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NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

AZARIAH RIVERA, individually and  
on behalf of all others similarly  
situated,  
  
Plaintiff,  
  
v.  
  
UNIQLO CALIFORNIA, LLC, FAST  
RETAILING USA, INC., and DOES 1-  
50, inclusive,  
  
Defendants.

Case No. 2:17-cv-2848 JAK (JPRx)

**ORDER GRANTING JOINT  
STIPULATION FOR PROTECTIVE  
ORDER**

First Amended  
Complaint Filed: March 19, 2017

On July 18, 2017, Plaintiff AZARIAH RIVERA (“Plaintiff”) and Defendants  
UNIQLO CALIFORNIA LLC and FAST RETAILING USA, INC, (collectively,  
“Defendants”), through their respective counsel of record, filed a Joint Stipulation for  
Protective Order. Good cause appearing, the Joint Stipulation is **GRANTED**. The  
Court enters the following Protective Order:

**PROTECTIVE ORDER**

In order to facilitate the exchange of information and documents which may be  
subject to confidentiality limitations on disclosure due to federal laws, state laws, and  
privacy rights, and to protect privileged and otherwise protected documents, data, and  
other information (including electronically stored information and metadata) against

1 inadvertent production and claims of waiver in the event they are produced during the  
2 course of this litigation, IT IS HEREBY ORDERED:

3 1. In this Protective Order, the words set forth below shall have the  
4 following meanings:

5 a. “Proceeding” means the above-entitled proceeding, *Azariah Rivera*  
6 *v. Uniqlo California LLC, et al.*, United States District Court for  
7 the Central District of California Case No. 17-cv-2848-JAK  
8 (JPRx).

9 b. “Party” means any party to this action, including all of its officers,  
10 directors, and employees.

11 c. “Court” means the Honorable John F. Kronstadt and the Honorable  
12 Jean P. Rosenbluth, or any other judge to which this Proceeding  
13 may be assigned, including Court staff participating in such  
14 proceedings.

15 d. “Confidential” means any information which is in the possession of  
16 a Designating Party who believes in good faith that such information  
17 is entitled to confidential treatment under applicable law.

18 e. “Confidential Materials” means any Documents, Testimony or  
19 Information as defined below designated as “Confidential”  
20 pursuant to the provisions of this Protective Order.

21 f. “Designating Party” means the Party that designates Materials as  
22 “Confidential.”

23 g. “Disclose” or “Disclosed” or “Disclosure” means to reveal,  
24 divulge, give, or make available Materials, or any part thereof, or  
25 any information contained therein.

26 h. “Documents” means (i) any kind of written, typewritten, printed or  
27 recorded material whatsoever, including but not limited to, any  
28 notes, memoranda, charges, complaints, claims, affidavits,

1 statements, papers, files, forms, data, tapes, printouts, letters,  
2 reports, contracts, communications, agreements, telegrams,  
3 records, correspondence, diaries, calendars, recordings and  
4 transcriptions of recordings, information retrievable from  
5 computers, photographs, diagrams, or any other writing, which  
6 have been produced in discovery in this Proceeding by any Person,  
7 and (ii) any copies, reproductions, or summaries of all or any part  
8 of the foregoing.

9 i. "Information" means the content of Documents or Testimony.

10 j. "Testimony" means all depositions, declarations or other testimony  
11 taken or used in this Proceeding.

12 2. The Designating Party may designate as "Confidential" any Documents,  
13 Testimony or Information that the Designating Party in good faith believes to contain  
14 non-public information that is entitled to confidential treatment under applicable law.

15 3. The entry of this Protective Order does not alter, waive, modify, or  
16 abridge any right, privilege or protection otherwise available to any Party with respect  
17 to the discovery of matters, including but not limited to any Party's right to assert the  
18 attorney-client privilege, the attorney work product doctrine, or other privileges or  
19 protections, or any Party's right to contest any such assertion.

20 4. Any Documents, Testimony or Information to be designated as  
21 "Confidential" must be clearly so designated before the Document, Testimony or  
22 Information is Disclosed or produced. The "Confidential" designation should not  
23 obscure or interfere with the legibility of the designated Information.

24 a. For Documents (apart from transcripts of depositions or other  
25 pretrial or trial proceedings), the Designating Party must affix the  
26 legend "Confidential" on each page of any Document containing  
27 such designated Confidential Material.  
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- 1           b. For Testimony given in depositions the Designating Party may  
2           either:
- 3           i. identify on the record, before the close of the deposition, all  
4           “Confidential” Testimony, by specifying all portions of the  
5           Testimony that qualify as “Confidential;” or  
6           ii. designate the entirety of the Testimony at the deposition as  
7           “Confidential” (before the deposition is concluded) with the  
8           right to identify more specific portions of the Testimony as to  
9           which protection is sought within thirty (30) days following  
10          receipt of the deposition transcript. In circumstances where  
11          portions of the deposition Testimony are designated for  
12          protection, the transcript pages containing “Confidential”  
13          Information may be separately bound by the court reporter,  
14          who must affix to the top of each page the legend  
15          “Confidential,” as instructed by the Designating Party.
- 16          c. For Information produced in some form other than Documents, and  
17          for any other tangible items, including, without limitation, compact  
18          discs or DVDs, the Designating Party must affix in a prominent  
19          place on the exterior of the container or containers in which the  
20          Information or item is stored the legend “Confidential.” If only  
21          portions of the Information or item warrant protection, the  
22          Designating Party, to the extent practicable, shall identify the  
23          “Confidential” portions.

24           5. The inadvertent production by any of the undersigned Parties or non-  
25          Parties to the Proceedings of any Document, Testimony or Information during  
26          discovery in this Proceeding without a “Confidential” designation, shall be without  
27          prejudice to any claim that such item is “Confidential” and such Party shall not be  
28          held to have waived any rights by such inadvertent production. In the event that any

1 Document, Testimony or Information that is subject to a “Confidential” designation is  
2 inadvertently produced without such designation, the Party that inadvertently  
3 produced the document shall give written notice of such inadvertent production within  
4 five (5) days of discovery of the inadvertent production (the “Inadvertent Production  
5 Notice”). Upon receipt of such Inadvertent Production Notice, the Party that received  
6 the inadvertently produced Document, Testimony or Information shall use best efforts  
7 to mark the Document, Testimony or Information “Confidential” and treat the  
8 aforementioned as confidential. This provision is not intended to apply to any  
9 inadvertent production of any Information protected by the attorney-client privilege or  
10 work product protection. In the event that this provision conflicts with any applicable  
11 law regarding waiver of confidentiality through the inadvertent production of  
12 Documents, Testimony or Information, such law shall govern.

13         6. In the event counsel for a Party receiving Documents, Testimony or  
14 Information in discovery designated as “Confidential” objects to such designation  
15 with respect to any or all of such items, the parties shall meet and confer promptly and  
16 in good faith. If the meet and confer process does not resolve the issue, then any Party  
17 may challenge any documents designated “Confidential” by filing a discovery motion  
18 in compliance with Local Civil Rule 37. Pending a resolution of the discovery motion  
19 by the Court, any and all existing designations on the Documents, Testimony or  
20 Information at issue in such Motion shall remain in place. The Designating Party  
21 shall have the burden on any discovery motion of establishing the applicability of its  
22 “Confidential” designation.

23         7. Access to and/or Disclosure of Confidential Materials designated as  
24 “Confidential” shall be permitted only to the following persons:

- 25             a. the Parties;
- 26             b. counsel of record for the Parties, their partners and associates, and  
27                 staff and supporting personnel of such attorneys, such as paralegal  
28                 assistants, secretarial, stenographic and clerical employees and

1 contractors, discovery vendors, and outside copying services, who  
2 are working on this Proceeding under the direction of such  
3 attorneys and to whom it is necessary that the Confidential  
4 Materials be Disclosed for purposes of this Proceeding. Such  
5 employees, assistants, contractors and agents to whom such access  
6 is permitted and/or Disclosure is made shall, prior to such access or  
7 Disclosure, be advised of, and become subject to, the provisions of  
8 this Protective Order;

9 c. those officers, directors, partners, members, employees and agents  
10 of all non-Designating Parties that counsel for such Parties deems  
11 necessary to aid counsel in the prosecution and defense of this  
12 Proceeding; provided, however, that prior to the Disclosure of  
13 Confidential Materials to any such officer, director, partner,  
14 member, employee or agent, counsel for the Party making the  
15 Disclosure shall deliver a copy of this Protective Order to such  
16 person and shall explain that such person is bound to follow the  
17 terms of such Protective Order. It shall be the obligation of  
18 counsel, upon learning of any breach or threatened breach of this  
19 Protective Order by any such individual, to promptly notify  
20 counsel for the Designating Party of such breach or threatened  
21 breach;

22 d. retained experts or expert consultants consulted by the undersigned  
23 Parties or their counsel in connection with the Proceeding, whether  
24 or not retained to testify at any oral hearing; provided, however,  
25 that prior to the Disclosure of Confidential Materials to any such  
26 expert or expert consultant, counsel for the Party making the  
27 Disclosure shall deliver a copy of this Protective Order to such  
28 person, shall explain its terms to such person, and shall secure the

1 signature of such person on a statement in the form attached hereto  
2 as Exhibit A prior to the Disclosure of Confidential Materials.  
3 Counsel for the Party making the Disclosure shall use best efforts  
4 to maintain these written Certifications until the entry of judgment  
5 or dismissal of the action. It shall be the obligation of counsel,  
6 upon learning of any breach or threatened breach of this Protective  
7 Order by any such expert or expert consultant, to promptly notify  
8 counsel for the Designating Party of such breach or threatened  
9 breach;

10 e. any person who authored, received, saw or was otherwise familiar  
11 with a document or thing marked "Confidential," including any  
12 person otherwise familiar with the Confidential Information  
13 contained therein, but only to the extent of that person's prior  
14 familiarity with the Confidential Information;

15 f. individuals whom any Party to this Proceeding intends to call as  
16 witnesses at trial, provided that such Party reasonably believes that  
17 the witness has information concerning the documents or  
18 information; provided, however, that prior to the Disclosure of  
19 Confidential Materials to any such expert or expert consultant,  
20 counsel for the Party making the Disclosure shall deliver a copy of  
21 this Protective Order to such person, shall explain its terms to such  
22 person, and shall secure the signature of such person on a  
23 statement in the form attached hereto as Exhibit A prior to the  
24 Disclosure of Confidential Materials. It shall be the obligation of  
25 counsel, upon learning of any breach or threatened breach of this  
26 Order by any such expert or expert consultant, to promptly notify  
27 counsel for the Designating Party of such breach or threatened  
28 breach;

- 1 g. court reporters in this Proceeding (whether at depositions,  
2 hearings, trial or any other proceeding);  
3 h. the Court; and  
4 i. any other person to whom the Designating Party agrees in writing.

5 8. Confidential Materials shall be used by the persons receiving them only  
6 for the purposes of preparing for, conducting, participating in the conduct of, and/or  
7 prosecuting and/or defending the Proceeding, and not for any business or other  
8 purpose whatsoever.

9 9. Any Party to the Proceeding (or other person subject to the terms of this  
10 Protective Order) may ask the Court under Local Rule 37, after appropriate notice to  
11 the other Parties to the Proceeding, to modify or grant relief from any provision of this  
12 Protective Order.

13 10. Entering into, agreeing to, and/or complying with the terms of this  
14 Protective Order shall not:

- 15 a. operate as an admission by any person that any particular  
16 Document, Testimony or Information marked “Confidential”  
17 contains or reflects trade secrets, proprietary, confidential or  
18 competitively sensitive business, commercial, financial or personal  
19 information; or  
20 b. prejudice in any way the right of any Party (or any other person  
21 subject to the terms of this Protective Order):  
22 i. to seek a determination by the Court of whether any  
23 particular Confidential Material should be subject to  
24 protection as “Confidential” under the terms of this  
25 Protective Order; or  
26 ii. to seek relief from the Court on appropriate notice to all  
27 other Parties to the Proceeding from any provision(s) of this  
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1 Protective Order, either generally or as to any particular  
2 Document, Material or Information.

3 11. Any Information that may be produced by a non-Party witness in  
4 discovery in the Proceeding pursuant to subpoena or otherwise may be designated by  
5 such non-Party as “Confidential” under the terms of this Protective Order, and any  
6 such designation by a non-Party shall have the same force and effect, and create the  
7 same duties and obligations, as if made by one of the Parties hereto. Any such  
8 designation shall also function as a consent by such producing non-Party to the  
9 authority of the Court in the Proceeding to resolve and conclusively determine any  
10 motion or other application made by any person or Party with respect to such  
11 designation, or any other matter otherwise arising under this Protective Order.

12 12. If any person subject to this Protective Order who has custody of any  
13 Confidential Materials receives a subpoena or other process (“Subpoena”) from any  
14 government or other person or entity demanding production of Confidential Materials,  
15 the recipient of the Subpoena shall promptly give notice of the same by electronic  
16 mail to counsel of record for the Designating Party, and shall furnish such counsel  
17 with a copy of the Subpoena unless prohibited by law. Upon receipt of this notice, the  
18 Designating Party may, in its sole discretion and at its own cost, move to quash or  
19 limit the Subpoena, otherwise oppose production of the Confidential Materials, and/or  
20 seek to obtain confidential treatment of such Confidential Materials from the  
21 subpoenaing person or entity to the fullest extent available under law. The recipient  
22 of the Subpoena may not produce any Documents, Testimony or Information pursuant  
23 to the Subpoena prior to the date specified for production on the Subpoena unless a  
24 Court so orders.

25 13. Nothing in this Protective Order shall be construed to preclude any Party  
26 from asserting in good faith that certain Confidential Materials require additional  
27 protection. The Parties shall meet and confer to agree upon the terms of such  
28 additional protection.

1           14. This Protective Order is also designed to foreclose any arguments that the  
2 disclosure or production of Documents subject to a legally recognized claim of  
3 privilege, including without limitation the attorney-client privilege, work product  
4 doctrine, or other applicable privilege or protection:

- 5           a. Was not inadvertent by the Producing Party;  
6           b. That the Producing Party did not take reasonable steps to prevent  
7 the disclosure of privileged Documents;  
8           c. That the Producing Party did not take reasonable or timely steps to  
9 rectify such disclosure; and/or  
10          d. That such disclosure acts as a waiver of applicable privileges or  
11 protections associated with such Documents.

12           15. Privileged and otherwise protected documents and electronically stored  
13 information that are produced during the course of this litigation, whether pursuant to  
14 a court order, a Party's discovery request, or informal production, shall, in the event of  
15 any claim of waiver (including as against third parties), be governed as follows unless  
16 the Court orders otherwise:

- 17          a. The Disclosure or production of documents, data or information  
18 (including, without limitation, metadata) by a Party subject to a  
19 legally recognized claim of privilege, including without limitation  
20 the attorney-client privilege and work product doctrine, to a  
21 Receiving Party, shall in no way constitute the voluntary disclosure  
22 of such document, data or information.  
23          b. The inadvertent disclosure or production of documents, data, or  
24 information (including, without limitation, metadata) by a  
25 Producing Party, shall not result in the waiver of any privilege,  
26 evidentiary protection or other protection associated with such  
27 document, data or information as to the Receiving Party, or any  
28

1 third parties, and shall not result in any waiver, including subject  
2 matter waiver, of any kind.

3 c. If, during the course of this litigation, a Party determines that any  
4 document, data or information (including, without limitation,  
5 metadata) produced by a Party is on its face subject to a legally  
6 recognizable privilege, immunity, evidentiary protection or other  
7 right not to produce such information (“Protected Document”), the  
8 Receiving Party shall refrain from reading the Protected Document  
9 any more closely than is necessary to ascertain that it is privileged  
10 or otherwise protected from disclosure, immediately notify the  
11 Producing Party in writing that it has discovered documents, data  
12 and/or information believed to be privileged, immune or otherwise  
13 not subject to production, identify the Protected Documents by  
14 bates number range or hash value range, and return, sequester, or  
15 destroy all copies of such Protected Documents, along with any  
16 notes, abstracts or compilations of the content thereof, within five  
17 (5) court days of discovery by the Receiving Party. To the extent  
18 that a Protected Document has been loaded into a litigation review  
19 database under the control of the Receiving Party, the Receiving  
20 Party shall have all electronic copies of the Protected Document  
21 extracted from the database. Where such Protected Documents  
22 cannot be destroyed or separated, they shall not be reviewed,  
23 disclosed, or otherwise used by the Receiving Party.  
24 Notwithstanding, the Receiving Party is under no obligation to  
25 search or review the Producing Party’s documents, data or  
26 information to identify potentially privileged, protected, or work  
27 product Protected Document.  
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1 d. If the Producing Party intends to assert a claim of privilege or other  
2 protection over documents, data or information identified by the  
3 Receiving Party as Protected Documents, the Producing Party will  
4 provide the Receiving Party with a log for such Protected  
5 Documents that is consistent with the requirements of the Federal  
6 Rules of Civil Procedure, setting forth the basis for the claim of  
7 privilege, immunity or basis for non-disclosure, and in the event  
8 that any portion of a Protected Document does not contain  
9 privileged or protected information, the Producing Party shall also  
10 provide to the Receiving Party a redacted copy of the document,  
11 data or information that omits the information that the Producing  
12 Party believes is subject to a claim of privilege, immunity or other  
13 protection.

14 e. If, during the course of this litigation, a Party determines it has  
15 produced a Protected Document, the Producing Party may notify  
16 the Receiving Party of such inadvertent production in writing.  
17 Such notice shall be in writing; however, it may be delivered orally  
18 on the record at a deposition, promptly followed up in writing.  
19 The Producing Party's written notice will identify the Protected  
20 Document inadvertently produced by bates number range or hash  
21 value range, the privilege or protection claimed, and the basis for  
22 the assertion of the privilege and shall provide the Receiving Party  
23 with a log for such Protected Document that is consistent with the  
24 requirements of the Federal Rules of Civil Procedure, setting forth  
25 the basis for the claim of privilege, immunity or basis for non-  
26 disclosure, and in the event any portion of the Protected Document  
27 does not contain privileged or protected information, the Producing  
28 Party shall also provide to the Receiving Party a redacted copy of

1 the document, data or information that omits the information that  
2 the Producing Party believes is subject to a claim of privilege,  
3 immunity or other protection. The Producing Party will also  
4 demand the return of the inadvertently produced Protected  
5 Document. After receiving such written notification, the  
6 Receiving Party must, within five (5) court days of receiving the  
7 written notification, return, sequester, or destroy the specified  
8 Protected Document and any copies, along with any notes,  
9 abstracts or compilations of the content thereof, and to the extent  
10 that a Protected Document has been loaded into a litigation review  
11 database under the control of the Receiving Party, the Receiving  
12 Party shall have all electronic copies of the Protected Document  
13 extracted from the database.

14 f. To the extent that the information contained in a Protected  
15 Document has already been used in or described in other  
16 documents generated or maintained by the Receiving Party prior to  
17 the date of receipt of the written notice by the Producing Party as  
18 set forth in paragraphs (c) and (e), then the Receiving Party shall  
19 sequester such documents until the claim has been resolved. If the  
20 Receiving Party disclosed the Protected Document before being  
21 notified of its inadvertent production, it must take reasonable steps  
22 to retrieve it.

23 g. A Receiving Party's return, sequestering or destruction of such  
24 Protected Documents as provided herein will not act as a waiver of  
25 the Receiving Party's right to move for the production of the  
26 returned, sequestered or destroyed documents, data and/or  
27 information on grounds the documents, data and/or information are  
28 not in fact subject to a viable claim of privilege or other protection.

1                   However, the Receiving Party is prohibited and estopped from  
2                   arguing that the Producing Party's production of the Protected  
3                   Documents in this matter acts as a waiver of applicable privileges  
4                   or protections, that the disclosure of the Protected Documents by  
5                   the Producing Party was not inadvertent, that the Producing Party  
6                   did not take reasonable steps to prevent the disclosure of the  
7                   Protected Documents, and/or that the Producing Party did not take  
8                   reasonable steps to rectify such disclosure.

9                   h.     Any Party may submit Protected Documents to the Court under  
10                  seal in compliance with Local Rule 79-5 for a determination of the  
11                  claim of privilege or other protection. The Producing Party shall  
12                  preserve the Protected Documents until such claim is resolved.  
13                  The Receiving Party may not use the Protected Documents for any  
14                  purpose absent this Court's order.

15                  i.     Upon a determination by the Court that the Protected Documents  
16                  are protected by the applicable privilege or evidentiary protection,  
17                  and if the Protected Documents have been sequestered rather than  
18                  returned or destroyed by the Receiving Party, the Protected  
19                  Documents shall be returned or destroyed within five (5) court  
20                  days of the Court's order. The Court may also order the  
21                  identification by the Receiving Party of Protected Documents by  
22                  search terms or other means.

23                  j.     Nothing contained herein is intended to, or shall serve to limit a  
24                  Party's right to conduct a review of documents, data (including  
25                  electronically stored information) and other information, including  
26                  without limitation, metadata, for relevance, responsiveness and/or  
27                  the segregation of privileged and/or protected information before  
28                  such information is produced to another party.

1           16. If, after entrance of this Protective Order, any Confidential Materials  
2 submitted by a Designating Party under the terms of this Protective Order is Disclosed  
3 by a non-Designating Party to any person other than in the manner authorized by this  
4 Protective Order, the non-Designating Party responsible for the Disclosure shall bring  
5 all pertinent facts relating to the Disclosure of such Confidential Materials to the  
6 immediate attention of the Designating Party.

7           17. This Protective Order is entered into without prejudice to the right of any  
8 Party to knowingly waive the applicability of this Protective Order to any Confidential  
9 Materials designated by that Party. If the Designating Party uses Confidential  
10 Materials in a non-Confidential manner, then the Designating Party shall advise that  
11 the designation no longer applies.

12           18. The Parties shall meet and confer regarding the procedures for use of  
13 Confidential Materials at trial and shall move the Court for entry of an appropriate  
14 order.

15           19. Nothing in this Protective Order shall affect the admissibility into  
16 evidence of Confidential Materials, or abridge the rights of any person to seek judicial  
17 review or to pursue other appropriate judicial action with respect to any ruling made  
18 by the Court concerning the issue of the status of Protected Material.

19           20. This Protective Order shall continue to be binding after the conclusion of  
20 this Proceeding and all subsequent proceedings arising from this Proceeding, except  
21 that a Party may seek the written permission of the Designating Party or may move  
22 the Court for relief from the provisions of this Protective Order. To the extent  
23 permitted by law, the Court shall retain jurisdiction to enforce, modify, or reconsider  
24 this Protective Order, even after the Proceeding is terminated.

25           21. Upon written request made within thirty (30) days after settlement or the  
26 time for appeal after the termination of the Proceeding has expired, the undersigned  
27 Parties shall have thirty (30) days to either (a) promptly return to counsel for each  
28 Designating Party all Confidential Materials and all copies thereof (except that

1 counsel for each Party may maintain in its files, in continuing compliance with the  
2 terms of this Protective Order, all work product, and one copy of each pleading filed  
3 with the Court and one copy of each deposition together with the exhibits marked at  
4 the deposition) at the Designating Party's written request, (b) agree with counsel for  
5 the Designating Party upon appropriate methods and certification of destruction or  
6 other disposition of such Confidential Materials, or (c) as to any Documents,  
7 Testimony or other Information not addressed by sub-paragraphs (a) and (b), file a  
8 motion under Local Rule 37 seeking a Court order regarding proper preservation of  
9 such Materials. To the extent permitted by law the Court shall retain continuing  
10 jurisdiction to review and rule upon the motion referred to in sub-paragraph (c) herein.

11 22. No document shall be filed under seal unless counsel secures a court  
12 order allowing the filing of a document, or portion thereof, under seal. Any Party  
13 seeking to file documents under seal shall apply to do so, in accordance with Local  
14 Civil Rule 79-5 and Judge Kronstadt's or Judge Rosenbluth's practices and  
15 procedures, available on the Court's website.

16 23. This Protective Order is subject to modification by stipulation of the  
17 Parties. However, no stipulated modification of the Protective Order will have the  
18 force or effect of a Court order without the Court's prior approval. The Court may  
19 modify the terms and conditions of this Protective Order on its own order at any time  
20 in these proceedings. The Parties request that the Court provide them with notice of  
21 the Court's intent to modify the Protective Order and the content of those  
22 modifications, prior to incorporation of such modifications.

23  
24 Dated: July 31, 2017



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HON. JEAN P. ROSENBLUTH  
UNITED STATES MAGISTRATE JUDGE



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**EXHIBIT A**

**CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, \_\_\_\_\_ [NAME],  
\_\_\_\_\_  
\_\_\_\_\_ [POSITION AND EMPLOYER],  
am about to receive Confidential Materials supplied in connection with the  
Proceeding, Case No. 17-cv-2848-JAK-(JPRx). I certify that I understand that the  
Confidential Materials are provided to me subject to the terms and restrictions of the  
Protective Order filed in this Proceeding. I have been given a copy of the Protective  
Order; I have read it, and I agree to be bound by its terms.

I understand that Confidential Materials, as defined in the Protective Order,  
including any notes or other records that may be made regarding any such materials,  
shall not be Disclosed to anyone except as expressly permitted by the Protective  
Order. I will not copy or use, except solely for the purposes of this Proceeding, any  
Confidential Materials obtained pursuant to this Protective Order, except as provided  
therein or otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials  
provided to me in the Proceeding in a secure manner, and that all copies of such  
Confidential Materials are to remain in my personal custody until termination of my  
participation in this Proceeding, whereupon the copies of such Confidential Materials  
will be returned to counsel who provided me with such Confidential Materials.

I declare under penalty of perjury, under the laws of the State of California, that  
the foregoing is true and correct.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number