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**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ALFRED MILLER CONTRACTING
COMPANY,

Plaintiff,

v.

STOCKTON PRODUCTS, INC.

Defendant.

Case No. 17-cv-05811 AB (GJSx)

STIPULATED PROTECTIVE
ORDER

Hon. Gail J. Standish

1. A. PURPOSES AND LIMITATIONS

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. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable
2 legal principles.

3 B. GOOD CAUSE STATEMENT

4 This patent infringement action between competitors is likely to involve trade
5 secrets, customer and pricing lists and other valuable research, development,
6 commercial, financial, technical and/or proprietary information for which special
7 protection from public disclosure and from use for any purpose other than prosecution
8 of this action is warranted. Such confidential and proprietary materials and
9 information consist of, among other things, confidential business or financial
10 information, information regarding confidential business practices, or other
11 confidential research, development, or commercial information (including
12 information implicating privacy rights of third parties), information otherwise
13 generally unavailable to the public, or which may be privileged or otherwise protected
14 from disclosure under state or federal statutes, court rules, case decisions, or common
15 law. 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 and
19 in the conduct of trial, to address their handling at the end of the litigation, and serve
20 the ends of justice, a protective order for such information is justified in this matter.
21 It is the intent of the parties that information will not be designated as confidential for
22 tactical reasons and that nothing be so designated without a good faith belief that it
23 has been maintained in a confidential, non-public manner, and there is good cause
24 why it should not be part of the public record of this case.

25 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

26 The parties further acknowledge, as set forth in Section 12.3, below, that this
27 Stipulated Protective Order does not entitle them to file confidential information
28 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and

1 the standards that will be applied when a party seeks permission from the court to file
2 material under seal.

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

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

26 Any document that is not confidential, privileged, or otherwise protectable in
27 its entirety will not be filed under seal if the confidential portions can be redacted. If
28 documents can be redacted, then a redacted version for public viewing, omitting only

1 the confidential, privileged, or otherwise protectable portions of the document, shall
2 be filed. Any application that seeks to file documents under seal in their entirety
3 should include an explanation of why redaction is not feasible.

4 2. DEFINITIONS

5 2.1 Action: This pending federal lawsuit, Case No. 17-cv-05811 AB (GJSx).

6 2.2 Challenging Party: a Party or Non-Party that challenges the designation
7 of information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for protection
10 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
11 Cause Statement.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
13 support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL.”

17 2.6 Disclosure or Discovery Material: all items or information, regardless
18 of the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are produced or
20 generated in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as
23 an expert witness or as a consultant in this Action.

24 2.8 HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY
25 Information or Items: highly sensitive information (regardless of how it is generated,
26 stored or maintained) or tangible things that qualify for protection under Federal Rule
27 of Civil Procedure 26(c), and as specified above in the Good Cause Statement, for
28 which the producing party believes would put it in a competitive disadvantage if

1 disclosed to a competitor.

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

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

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

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

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

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

20 2.15 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—
22 ATTORNEYS’ EYES ONLY.”

23 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or extracted
28 from Protected Material; (2) all copies, excerpts, summaries, or compilations of

1 Protected Material; and (3) any testimony, conversations, or presentations by Parties
2 or their Counsel that might reveal Protected Material.

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

5 4. DURATION

6 Once a case proceeds to trial, information that was designated as
7 CONFIDENTIAL or HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY or
8 maintained pursuant to this protective order used or introduced as an exhibit at trial
9 becomes public and will be presumptively available to all members of the public,
10 including the press, unless compelling reasons supported by specific factual findings
11 to proceed otherwise are made to the trial judge in advance of the trial. *See*
12 *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing
13 documents produced in discovery from “compelling reasons” standard when merits-
14 related documents are part of court record). Accordingly, the terms of this protective
15 order do not extend beyond the commencement of the trial.

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

6 5.2 Manner and Timing of Designations. Except as otherwise provided in
7 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "HIGHLY
16 CONFIDENTIAL—ATTORNEYS' EYES ONLY" (hereinafter "HIGHLY
17 CONFIDENTIAL—ATTORNEYS' EYES ONLY" legend"), to each page that
18 contains protected material. If only a portion of the material on a page qualifies for
19 protection, the Producing Party also must clearly identify the protected portion(s)
20 (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and
24 before the designation, all of the material made available for inspection shall be
25 deemed "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY." After the
26 inspecting Party has identified the documents it wants copied and produced, the
27 Producing Party must determine which documents, or portions thereof, qualify for
28 protection under this Order. Then, before producing the specified documents, the

1 Producing Party must affix the appropriate confidentiality legend to each page that
2 contains Protected Material. If only a portion of the material on a page qualifies for
3 protection, the Producing Party also must clearly identify the protected portion(s)
4 (e.g., by making appropriate markings in the margins).

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

8 (c) for information produced in some form other than documentary and for
9 any other tangible items, that the Producing Party affix in a prominent place on the
10 exterior of the container or containers in which the information is stored the
11 appropriate confidentiality legend. If only a portion or portions of the information
12 warrants protection, the Producing Party, to the extent practicable, shall identify the
13 protected portion(s).

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

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court's
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37.1 et seq.

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

1 expose the Challenging Party to sanctions. Unless the Designating Party has waived
2 or withdrawn the confidentiality designation, all parties shall continue to afford the
3 material in question the level of protection to which it is entitled under the Producing
4 Party's designation until the Court rules on the 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 Receiving
11 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 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, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
20 as employees of said Outside Counsel of Record to whom it is reasonably necessary
21 to disclose the information for this Action;

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

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

27 (d) the court and its personnel;

28 (e) court reporters and their staff;

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

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

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

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

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
18 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
19 writing by the Designating Party, a Receiving Party may disclose any information or
20 item designated “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only
21 to:

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

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

28 (c) the court and its personnel;

- 1 (d) court reporters and their staff;
- 2 (e) professional jury or trial consultants, mock jurors, and Professional
- 3 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 5 (f) the author or recipient of a document containing the information or a
- 6 custodian or other person who otherwise possessed or knew the information; and
- 7 (g) 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 If a Party is served with a subpoena or a court order issued in other litigation

12 that compels disclosure of any information or items designated in this Action as

13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES

14 ONLY” that Party must:

- 15 (a) promptly notify in writing the Designating Party. Such notification shall
- 16 include a copy of the subpoena or court order;
- 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 subpoena
- 19 or order is subject to this Protective Order. Such notification shall include a copy of
- 20 this Stipulated Protective Order; and
- 21 (c) cooperate with respect to all reasonable procedures sought to be pursued
- 22 by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with

24 the subpoena or court order shall not produce any information designated in this action

25 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES

26 ONLY” before a determination by the court from which the subpoena or order issued,

27 unless the Party has obtained the Designating Party’s permission. The Designating

28 Party shall bear the burden and expense of seeking protection in that court of its

1 confidential material and nothing in these provisions should be construed as
2 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
3 directive from another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a
7 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
8 CONFIDENTIAL—ATTORNEYS' EYES ONLY." Such information produced by
9 Non-Parties in connection with this litigation is protected by the remedies and relief
10 provided by this Order. Nothing in these provisions should be construed as
11 prohibiting a Non-Party from seeking additional protections.

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

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

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

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

24 (c) If the Non-Party fails to seek a protective order from this court within
25 14 days of receiving the notice and accompanying information, the Receiving Party
26 may produce the Non-Party's confidential information responsive to the discovery
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.
2 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
3 of seeking protection in this court of its Protected Material.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL

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

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1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

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

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

15 12.4 Any attorney representing a Party, whether in-house or outside counsel,
16 and any person associated with a Party and permitted to receive the other Party’s
17 Protected Material that is designated HIGHLY CONFIDENTIAL—ATTORNEYS’
18 EYES ONLY material who obtains, receives, has access to, or otherwise learns, in
19 whole or in part, the other Party’s HIGHLY CONFIDENTIAL—ATTORNEYS’
20 EYES ONLY under this Order shall not prepare, prosecute, supervise, or assist in the
21 preparation or prosecution of any patent application pertaining to the field of the
22 invention of the patents-in-suit on behalf of the receiving Party or its acquirer,
23 successor, predecessor, or other affiliate during the pendency of this Action and for
24 one year after its conclusion, including any appeals. To ensure compliance with the
25 purpose of this provision, each Party shall create an “Ethical Wall” between those
26 persons with access to HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY
27 and any individuals who, on behalf of the Party or its acquirer, successor, predecessor,
28 or other affiliate, prepare, prosecute, supervise or assist in the preparation or

1 prosecution of any patent application pertaining to the field of invention of the patent-
2 in-suit.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60
5 days of a written request by the Designating Party, each Receiving Party must return
6 all Protected Material to the Producing Party or destroy such material. As used in this
7 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
8 summaries, and any other format reproducing or capturing any of the Protected
9 Material. Whether the Protected Material is returned or destroyed, the Receiving
10 Party must submit a written certification to the Producing Party (and, if not the same
11 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
12 (by category, where appropriate) all the Protected Material that was returned or
13 destroyed and (2) affirms that the Receiving Party has not retained any copies,
14 abstracts, compilations, summaries or any other format reproducing or capturing any
15 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
16 retain 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 such
19 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).

22 14. VIOLATION

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

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: May 18, 2018

/s/ Neal Massand

By: _____

NEAL MASSAND
Attorney for Plaintiff
ALFRED MILLER
CONTRACTING COMPANY

Dated: May 18, 2018

/s/ G. Warren Bleeker

By: _____

G. WARREN BLEEKER
Attorney for Defendant
STOCKTON PRODUCTS, INC.

DATED: May 31, 2018



GAIL J. STANDISH
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ALFRED MILLER CONTRACTING
COMPANY,

Plaintiff,

v.

STOCKTON PRODUCTS, INC.

Defendant.

Case No. 17-cv-05811 AB (GJSx)

ACKNOWLEDGMENT AND
AGREEMENT TO BE BOUND

Hon. Gail J. Standish

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

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_____ [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: _____