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NOTE: CHANGES MADE BY THE COURT

7 Attorneys for Defendant, Counter-
 Claimant, Third-Party Plaintiff and
 8 Third-Party Defendant
 9 HI-SHEAR CORPORATION

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

12 CITY OF TORRANCE,
 13 Plaintiff,
 14 v.
 15 HI-SHEAR CORPORATION, a Delaware
 corporation, d/b/a LISI AEROSPACE,
 16 Defendant.

Case No.: 2:17-cv-07732-DSF-JPR
 (Case assigned to Hon. Dale S. Fischer)

PROTECTIVE ORDER

17 HI-SHEAR CORPORATION,
 18 Counter-Claimant,
 19 v.
 20 CITY OF TORRANCE,
 21 Counter-Defendant.

Complaint Filed: 10/23/2017
 Trial Date: None Set

22 HI-SHEAR CORPORATION,
 23 Third-Party Plaintiff,
 24 v.
 25 SHERIDAN-GRAY, INC., a California
 corporation *et al.*,
 26 Third-Party Defendants.

27 AND RELATED COUNTERCLAIMS.
28

1 1. A. PURPOSES AND LIMITATIONS¹

2 As the parties have represented that discovery in this action is likely to
3 involve production of confidential, proprietary, or private information for which
4 special protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted, this Court enters the following
6 Protective Order. This Order does not confer blanket protections on all disclosures
7 or responses to discovery. The protection it affords from public disclosure and use
8 extends only to the limited information or items that are entitled to confidential
9 treatment under the applicable legal principles. Further, as set forth in Section 12.3,
10 below, this Protective Order does not entitle the parties to file confidential
11 information under seal. Rather, when the parties seek permission from the court to
12 file material under seal, the parties must comply with Civil Local Rule 79-5 and
13 with any pertinent orders of the assigned District Judge and Magistrate Judge.

14 B. GOOD CAUSE STATEMENT

15 In light of the nature of the claims and allegations in this case and the parties'
16 representations that discovery in this case will involve the production of confidential
17 records, and in order to expedite the flow of information, to facilitate the prompt
18 resolution of disputes over confidentiality of discovery materials, to adequately
19 protect information the parties are entitled to keep confidential, to ensure that the
20 parties are permitted reasonable necessary uses of such material in connection with
21 this action, to address their handling of such material at the end of the litigation, and
22 to serve the ends of justice, a protective order for such information is justified in this
23 matter. The parties shall not designate any information/documents as confidential
24 without a good faith belief that such information/documents have been maintained
25

26 _____
27 ¹ This [Proposed] Protective Order is based on Magistrate Judge Chooljian's model
28 protective order.

1 in a confidential, non-public manner, and that there is good cause or a compelling
2 reason why it should not be part of the public record of this case.

3 2. **DEFINITIONS**

4 2.1 Action: The instant action: *City of Torrance v. Hi-Shear Corporation*
5 *et al. and Related Cross and Third Party Actions*, case number 2:17-cv-07732-DSF-
6 JPR, in the United States District Court, Central District of California.

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

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

13 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
14 Information or Items: extremely sensitive “CONFIDENTIAL” Information or
15 Items, the disclosure of which to another Party or Non-Party would create a
16 substantial risk of serious harm that could not be avoided by less restrictive means.

17 2.5 Counsel: Outside Counsel of Record, House Counsel, and other
18 attorneys working with or at the request of Counsel of Record, irrespective of
19 whether such attorneys are counsel of record (as well as their support staff).

20 2.6 Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
23 ONLY.”

24 2.7 Disclosure or Discovery Material: all items or information, regardless
25 of the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced or
27 generated in disclosures or responses to discovery in this matter.

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1 2.8 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

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

7 2.10 Non-Party: any natural person, partnership, limited liability company,
8 corporation, association, or other legal entity not named as a Party to this action.

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

14 2.12 Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

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

23 2.15 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
25 ATTORNEYS’ EYES ONLY.”

26 2.16 Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.

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1 3. SCOPE

2 The protections conferred by this Order cover not only Protected Material (as
3 defined above), but also (1) any information copied or extracted from Protected
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
5 and (3) any deposition testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material, other than during a court hearing or at
7 trial.

8 Any use of Protected Material during a court hearing or at trial shall be
9 governed by the orders of the presiding judge. This Order does not govern the use
10 of Protected Material during a court hearing or at trial.

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs. Final disposition shall be
15 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
16 or without prejudice; and (2) final judgment herein after the completion and
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
18 including the time limits for filing any motions or applications for extension of time
19 pursuant to applicable law.

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

14 Designation in conformity with this Order requires:

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

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

1 before producing the specified documents, the Producing Party must affix the
2 “CONFIDENTIAL”, or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
3 ONLY” legend to each page that contains Protected Material. If only a portion or
4 portions of the material on a page qualify for protection, the Producing Party also
5 must clearly identify the protected portion(s) (e.g., by making appropriate markings
6 in the margins).

7 (b) for testimony given in depositions that the Designating Party identifies on
8 the record, before the close of the deposition as protected testimony.

9 (c) for information produced in some form other than documentary and for
10 any other tangible items, that the Producing Party affix in a prominent place on the
11 exterior of the container or containers in which the information is stored the legend
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
13 ONLY.” If only a portion or portions of the information warrant protection, the
14 Producing Party, to the extent practicable, shall identify the protected portion(s).

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

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
26 resolution process under Local Rule 37-1 et seq.

27 6.3 The burden of persuasion in any such challenge proceeding shall be on
28 the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
2 parties) may expose the Challenging Party to sanctions. Unless the Designating
3 Party has waived or withdrawn the confidentiality designation, all parties shall
4 continue to afford the material in question the level of protection to which it is
5 entitled under the Producing Party’s designation until the Court rules on the
6 challenge.

7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

17 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
18 otherwise ordered by the court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated
20 “CONFIDENTIAL” only to:

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

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

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

1 (d) the court and its personnel;

2 (e) private court reporters and their staff to whom disclosure is reasonably
3 necessary for this Action and who have signed the “Acknowledgment and
4 Agreement to Be Bound” (Exhibit A);

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

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

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

19 (i) any mediator or settlement officer, and their supporting personnel,
20 mutually agreed upon by any of the parties engaged in settlement discussions or
21 appointed by the Court;

22 (j) the Receiving Party’s insurance carriers, including Counsel for a Receiving
23 Party’s insurance carriers, to whom it is reasonably necessary to disclose the
24 information for this Action; and

25 (k) The United States may use documents marked “CONFIDENTIAL” for
26 law enforcement purposes and may, notwithstanding any other provision of this
27 agreement, disclose such information to law enforcement agencies.

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2 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
3 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
4 writing by the Designating Party, a Receiving Party may disclose any information or
5 item designated “HIGHLY CONFIDENTIAL” only to:

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

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

12 (c) the court and its personnel;

13 (d) private court reporters and their staff to whom disclosure is reasonably
14 necessary for this Action and who have signed the “Acknowledgment and
15 Agreement to Be Bound” (Exhibit A);

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

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

21 (g) any mediator or settlement officer, and their supporting personnel,
22 mutually agreed upon by any of the parties engaged in settlement discussions or
23 appointed by the Court; and

24 (h) The United States may use documents marked “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” for law enforcement purposes
26 and may, notwithstanding any other provision of this agreement, disclose such
27 information to law enforcement agencies.

28 8. DOCUMENTS REQUESTED OR DEMANDED BY NON-PARTIES

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

5 (a) promptly notify in writing the Designating Party. Such notification shall
6 include a copy of the subpoena, discovery, or court order unless prohibited by law;

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

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

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

23 (d) If the United States is served with a request under the Freedom of
24 Information Act (“FOIA”), 5 U.S.C. § 552, or the City of Torrance is served with a
25 request under the California Public Records Act (“CPRA”), California Government
26 Code § 6250 *et seq.*, that seeks documents, ESI, or other material designated as
27 Protected Information by another Producing Party, the United States or City of
28 Torrance, as applicable, must, within ten days of determining that the request seeks

1 Protected Information:

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3 (i) notify the Producing Party and provide a copy of the request; and
4 (ii) inform the person responsible for the FOIA or CPRA request of this
5 Protective Order and provide them with copy of this Protective Order.

6 (e) The United States or City of Torrance, as applicable, shall not produce
7 Protected Information in response to any FOIA or CPRA request except in
8 compliance with: (i) this Protective Order (e.g., with the consent of the Producing
9 Party), (ii) a directive of this Court removing the designation as Protected
10 Information, or (iii) a lawful directive of another court.

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

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

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

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

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

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

3 (c) If a Non-Party represented by counsel fails to commence the process
4 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the
5 notice and accompanying information or fails contemporaneously to notify the
6 Receiving Party that it has done so, the Receiving Party may produce the Non-
7 Party's confidential information responsive to the discovery request. If an
8 unrepresented Non-Party fails to seek a protective order from this court within 14
9 days of receiving the notice and accompanying information, the Receiving Party
10 may produce the Non-Party's confidential information responsive to the discovery
11 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
12 not produce any information in its possession or control that is subject to the
13 confidentiality agreement with the Non-Party before a determination by the court
14 unless otherwise required by the law or court order. Absent a court order to the
15 contrary, the Non-Party shall bear the burden and expense of seeking protection in
16 this court of its Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Protective Order, the Receiving Party must immediately (a) notify in writing the
21 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
22 all unauthorized copies of the Protected Material, (c) inform the person or persons to
23 whom unauthorized disclosures were made of all the terms of this Order, and (d)
24 request such person or persons to execute the "Acknowledgment and Agreement to
25 Be Bound" (Exhibit A).

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
27 OTHERWISE PROTECTED MATERIAL

28 When a Producing Party gives notice to Receiving Parties that certain

1 inadvertently produced material is subject to a claim of privilege or other protection,
2 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
3 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
4 procedure may be established in an e-discovery order that provides for production
5 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
6 (e), insofar as the parties reach an agreement on the effect of disclosure of a
7 communication or information covered by the attorney-client privilege or work
8 product protection, the parties may incorporate their agreement into this Protective
9 Order provided the Court so allows.

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
12 person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. No Party waives any right it
14 otherwise would have to object to disclosing or producing any information or item
15 on any ground not addressed in this Protective Order. Similarly, no Party waives
16 any right to object on any ground to use in evidence of any of the material covered
17 by this Protective Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any
19 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
20 orders of the assigned District Judge and Magistrate Judge. Protected Material may
21 only be filed under seal pursuant to a court order authorizing the sealing of the
22 specific Protected Material at issue. If a Party's request to file Protected Material
23 under seal is denied by the court, then the Receiving Party may file the information
24 in the public record unless otherwise instructed by the court.

25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in Section 4, within 60
27 days of a written request by the Designating Party, each Receiving Party must return
28 all Protected Material to the Producing Party or destroy such material. As used in

1 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
2 summaries, and any other format reproducing or capturing any of the Protected
3 Material. Whether the Protected Material is returned or destroyed, the Receiving
4 Party must submit a written certification to the Producing Party (and, if not the same
5 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
6 (by category, where appropriate) all the Protected Material that was returned or
7 destroyed and (2) affirms that the Receiving Party has not retained any copies,
8 abstracts, compilations, summaries or any other format reproducing or capturing any
9 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
10 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
11 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
12 reports, attorney work product, and consultant and expert work product, even if such
13 materials contain Protected Material. Any such archival copies that contain or
14 constitute Protected Material remain subject to this Protective Order as set forth in
15 Section 4.

16 14. Any violation of this Order may be punished by any and all appropriate
17 measures including, without limitation, contempt proceedings and/or monetary
18 sanctions.

19 IT IS SO ORDERED.

20 DATED: January 6, 2021

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22
23 Honorable Jean P. Rosenbluth
24 United States Magistrate Judge

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Protective Order that was issued
by the United States District Court for the Central District of California on
_____ in the case of *City of Torrance v. Hi-Shear*
Corporation et al. and Related Cross and Third Party Actions, case number 2:17-
cv-07732-DSF-JPR, in the United States District Court, Central District of
California. I agree to comply with and to be bound by all the terms of this
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 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
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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CERTIFICATE OF SERVICE

I certify and state that I am now and at all times herein mentioned was, a citizen of the United States, over the age of eighteen (18) years, a resident of the County of Los Angeles, and not a party to the within action or cause. My business address is Hamrick & Evans, LLP, 2600 West Olive Avenue, Suite 1020, Burbank, California 91505.

I hereby certify that I am employed in the office of a member of the bar of this court at whose direction the service was made.

I further certify that on January 5, 2021, I caused to be served the copies of the attached:

[PROPOSED] PROTECTIVE ORDER

on the parties in said action as follows:

BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be serve by mail or by any other means permitted by the court rules.

(Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made.

Executed on January 5, 2021, at Burbank, California.

/s/ Heather Martindale

Heather Martindale