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 17

18 UNITED STATES DISTRICT COURT  
 19 CENTRAL DISTRICT OF CALIFORNIA  
 20

21 JAIME TORRES, ATA ROUHI and  
 22 ELIZABETH ROMERO, individual(s) and  
 on behalf of all others similarly situated,

23 Plaintiff,

24 v.

25 WELLS FARGO BANK, GEORGE  
 26 SARKIS, RAUL VASQUEZ and DOES 1  
 through 50 inclusive,

27 Defendants.  
 28

Case No. 2:17-cv-09305-DMG-RAOx

**STIPULATION AND [PROPOSED]  
 PROTECTIVE ORDER**

DISCOVERY MATTER

Complaint Filed: 10/25/2017

STIPULATION AND [PROPOSED] PROTECTIVE ORDER / CASE NO. 2:17-CV-  
 09305-DMG-RAOX

1     1.     A. PURPOSES AND LIMITATIONS

2             Discovery in this action is likely to involve production of confidential, proprietary,  
3 or private information for which special protection from public disclosure and from use  
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
5 Plaintiffs Jaime Torres, Ata Rouhi, and Elizabeth Romero (“Plaintiffs”) and Defendant  
6 Wells Fargo Bank, N.A. (erroneously sued as “Wells Fargo Bank”) (“Defendant”)  
7 (collectively, the “Parties”), hereby stipulate to and petition the Court to enter the  
8 following Stipulated Protective Order. The Parties acknowledge that this Order does not  
9 confer blanket protections on all disclosures or responses to discovery and that the  
10 protection it affords from public disclosure and use extends only to the limited  
11 information or items that are entitled to confidential treatment under the applicable legal  
12 principles.

13             B. GOOD CAUSE STATEMENT

14             This action is likely to involve trade secrets, commercial, financial, and/or  
15 proprietary information for which special protection from public disclosure and from use  
16 for any purpose other than prosecution of this action is warranted. Such confidential and  
17 proprietary materials and information consist of, among other things, confidential  
18 business and financial information, information regarding confidential business practices,  
19 or other confidential commercial information (including information implicating privacy  
20 rights of third parties), information otherwise generally unavailable to the public, or  
21 which may be privileged or otherwise protected from disclosure under state or federal  
22 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of  
23 information, to facilitate the prompt resolution of disputes over confidentiality of  
24 discovery materials, to adequately protect information the Parties are entitled to keep  
25 confidential, to ensure that the Parties are permitted reasonable necessary uses of such  
26 material in preparation for and in the conduct of trial, to address their handling at the end  
27 of the litigation, and serve the ends of justice, a protective order for such information is  
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1 justified in this matter. It is the intent of the Parties that information will not be  
2 designated as confidential for tactical reasons and that nothing be so designated without a  
3 good faith belief that it has been maintained in a confidential, non-public manner, and  
4 there is good cause why it should not be part of the public record of this case.

5 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER SEAL

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

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

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

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

11  
12 2. DEFINITIONS

13 2.1. Action: This pending federal lawsuit, *Torres v. Wells Fargo Bank*, Case No.  
14 2:17-cv-09305-DMG-RAOx.

15 2.2. Challenging Party: a Party or Non-Party that challenges the designation of  
16 information or items under this Order.

17 2.3. “CONFIDENTIAL” Information or Items: information (regardless of how it  
18 is generated, stored or maintained) or tangible things that qualify for protection under  
19 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
20 Statement.

21 2.4. Counsel: Counsel of Record for the Parties (including support staff).

22 2.5. Designating Party: a Party or Non-Party that designates information or  
23 items that it or another Party or Non-Party produces in disclosures or in responses to  
24 discovery as “CONFIDENTIAL.”

25 2.6. Disclosure or Discovery Material: all items or information, regardless of the  
26 medium or manner in which it is generated, stored, or maintained (including, among  
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1 other things, testimony, transcripts, and tangible things), that are produced or generated in  
2 disclosures or responses to discovery in this matter.

3 2.7. Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
5 expert witness or as a consultant in this Action.

6 2.8. House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside counsel.

8 2.9. Non-Party: any natural person, partnership, corporation, association, or  
9 other legal entity not named as a Party to this action.

10 2.10. Outside Counsel of Record: attorneys who are not employees of a party to  
11 this Action but are retained to represent or advise a party to this Action and have  
12 appeared in this Action on behalf of that party or are affiliated with a law firm which has  
13 appeared on behalf of that party, and includes support staff.

14 2.11. Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Counsel of Record (and their support  
16 staffs).

17 2.12. Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19 2.13. Professional Vendors: persons or entities that provide litigation support  
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, processing, or retrieving data in any form or  
22 medium) and their employees and subcontractors.

23 2.14. Protected Material: any Disclosure or Discovery Material that is designated  
24 as "CONFIDENTIAL."

25 2.15. Receiving Party: a Party or Non-Party that receives Disclosure or Discovery  
26 Material from a Producing Party.

1 3. SCOPE

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

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

9  
10 4. DURATION

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

20  
21 5. DESIGNATING PROTECTED MATERIAL

22 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each  
23 Party or Non-Party that designates information or items for protection under this Order  
24 must take care to limit any such designation to specific material that qualifies under the  
25 appropriate standards. The Designating Party must designate for protection only those  
26 parts of material, documents, items, or oral or written communications that qualify so that  
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1 other portions of the material, documents, items, or communications for which protection  
2 is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

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

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents in  
16 .tiff or image format, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix at a minimum, the legend  
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains  
19 protected material. If only a portion or portions of the material on a page qualifies for  
20 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
21 by making appropriate markings in the margins). In the case of electronically stored  
22 information produced in native format, by including "CONFIDENTIAL" in the file or  
23 directory name, or by affixing the CONFIDENTIAL legend or to the media containing  
24 the Disclosure or Discovery Material (e.g., CDROM, floppy disk, DVD).

25 A Party or Non-Party that makes original documents available for inspection need  
26 not designate them for protection until after the inspecting Party has indicated which  
27 documents it would like copied and produced. During the inspection and before the  
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1 designation, all of the material made available for inspection shall be deemed  
2 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
3 copied and produced, the Producing Party must determine which documents, or portions  
4 thereof, qualify for protection under this Order. Then, before producing the specified  
5 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page  
6 that contains Protected Material. If only a portion of the material on a page qualifies for  
7 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
8 by making appropriate markings in the margins).

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

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

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

22  
23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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



1           6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution  
2 process under Local Rule 37.1 *et seq.*

3           6.3. The burden of persuasion in any such challenge proceeding shall be on the  
4 Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*,  
5 to harass or impose unnecessary expenses and burdens on other Parties) may expose the  
6 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
7 the confidentiality designation, all Parties shall continue to afford the material in question  
8 the level of protection to which it is entitled under the Producing Party’s designation until  
9 the Court rules on the challenge.

10  
11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12           7.1. Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this Action  
14 only for prosecuting, defending, or attempting to settle this Action; however, this  
15 provision is not intended to prevent nor interfere with Plaintiffs’ counsel’s ability to  
16 represent individuals who appear on the class list in prosecuting any rights they may have  
17 in any other proceedings simply because Defendant may mark the document which  
18 constitutes the class list as confidential. Such Protected Material may be disclosed only to  
19 the categories of persons and under the conditions described in this Order. When the  
20 Action has been terminated, a Receiving Party must comply with the provisions of  
21 Section 13, FINAL DISPOSITION, below.

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

25           7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
26 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
27 may disclose any information or item designated “CONFIDENTIAL” only to:  
28

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

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

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

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

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

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

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

25 (i) any mediator or settlement officer, and their supporting personnel, mutually  
26 agreed upon by any of the Parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

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

6 (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order;

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

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

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

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

25 (a) The terms of this Order are applicable to information produced by a Non-  
26 Party in this Action and designated as “CONFIDENTIAL.” Such information produced  
27 by Non-Parties in connection with this litigation is protected by the remedies and relief  
28

1 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
2 Non-Party from seeking additional protections.

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

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

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

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

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

23  
24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
28

1 the Designating Party of the unauthorized disclosures; (b) use its best efforts to retrieve  
2 all unauthorized copies of the Protected Material; (c) inform the person or persons to  
3 whom unauthorized disclosures were made of all the terms of this Order; and (d) request  
4 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”  
5 that is attached hereto as Exhibit A.

6  
7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
8 PROTECTED MATERIAL

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

18  
19 12. MISCELLANEOUS

20 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

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

1 12.3. Filing Protected Material. A Party that seeks to file under seal any Protected  
2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
3 under seal pursuant to a court order authorizing the sealing of the specific Protected  
4 Material at issue. If a Party’s request to file Protected Material under seal is denied by the  
5 court, then the Receiving Party may file the information in the public record unless  
6 otherwise instructed by the court.

7  
8 13. FINAL DISPOSITION

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

20 Notwithstanding this provision, Counsel are entitled to retain an archival copy of  
21 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
22 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
23 consultant and expert work product, even if such materials contain Protected Material.  
24 Any such archival copies that contain or constitute Protected Material remain subject to  
25 this Protective Order as set forth in Section 4, DURATION.

1 14. VIOLATION

2 Any violation of this Order may be punished by any and all appropriate measures  
3 including, without limitation, contempt proceedings, and/or monetary sanctions.  
4

5 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Robin E. Devaux, certify that all other  
6 signatories listed, on whose behalf the filing is submitted, concur in the filing's content  
7 and have authorized the filing.  
8

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
10

11 DATED: June 5, 2018

12 /s/ John Glugoski  
13 RIGHETTI GLUGOSKI P.C.  
14 Matthew Righetti  
15 John Glugoski  
16 Attorneys for Plaintiffs, Jaime Torres,  
17 Ata Rouhi, and Elizabeth Romero

18 DATED: June 5, 2018

19 /s/ Robin E. Devaux  
20 SEYFARTH SHAW LLP  
21 Christian Rowley  
22 Robin E. Devaux  
23 Jill Porcaro  
24 Attorneys for Defendant, Wells Fargo Bank, N.A.

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
26

27 DATED: June 5, 2018

28   
HONORABLE ROZELLA A. OLIVER  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_, of \_\_\_\_\_, declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Central District of California on  
7 \_\_\_\_\_ in the case of *Torres v. Wells Fargo Bank*, Case No. 2:17-cv-09305-DMG-  
8 RAOx. I agree to comply with and to be bound by all the terms of this Stipulated  
9 Protective Order and I understand and acknowledge that failure to so comply could  
10 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
11 that I will not disclose in any manner any information or item that is subject to this  
12 Stipulated Protective Order to any person or entity except in strict compliance with the  
13 provisions of this Order. I further agree to submit to the jurisdiction of the United States  
14 District Court for the Central District of California for the purpose of enforcing the terms  
15 of this Stipulated Protective Order, even if such enforcement proceedings occur after  
16 termination of this action. I hereby appoint \_\_\_\_\_ of  
17 \_\_\_\_\_ as my California agent for service of process in  
18 connection with this action or any proceedings related to enforcement of this Stipulated  
19 Protective Order.

20 Date: \_\_\_\_\_

21 City and State where sworn and signed: \_\_\_\_\_

23 Print Name: \_\_\_\_\_

25 Signature: \_\_\_\_\_