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10 Attorneys for Defendants  
11 *Dragon Media, Inc.,*  
12 *Paul Christoforo, and Jeff Williams*

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA

<p>15 NETFLIX STUDIOS, LLC, <i>et al.</i>, 16 Plaintiff,</p> <p>17 v.</p> <p>18 DRAGON MEDIA, INC. <i>et al.</i> 19 Defendants.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No.: 2:18-cv-00230 MWF (ASx)</p> <p><b><del>PROPOSED</del> STIPULATED PROTECTIVE ORDER</b></p> <p>Judge: Hon. Michael W. Fitzgerald</p> <p>Magistrate Judge: Hon. Alka Sagar</p>
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22 1. A. PURPOSES AND LIMITATIONS

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

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

19 2.1 Action: Netflix Studios, LLC, et al. v. Dragon Media Inc., et al.

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21 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
22 information or items under this Order.

23  
24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
25 generated, stored or maintained) or tangible things that qualify for protection under Federal  
26 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.  
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1           2.4   “CONFIDENTIAL – ATTORNEYS EYES ONLY”: CONFIDENTIAL  
2 information or items, access to which is restricted to Counsel.  
3

4           2.5   Counsel: Outside Counsel of Record and House Counsel (as well as their  
5 support staff).  
6

7           2.6   Designating Party: a Party or Non-Party that designates information or items  
8 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
9 “CONFIDENTIAL – ATTORNEYS EYES ONLY.”  
10

11          2.7   Disclosure or Discovery Material: all items or information, regardless of ' the  
12 medium or manner in which it is generated, stored, or maintained (including, among other  
13 things, testimony, transcripts, and tangible things), that are produced or generated in  
14 disclosures or responses to discovery in this matter.  
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16          2.8   Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
18 expert witness or as a consultant in this Action.  
19  
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21          2.9   House Counsel: attorneys who are employees of a party to this Action. House  
22 Counsel does not include Outside Counsel of Record or any other outside counsel.  
23

24          2.10 Non-Party: any natural person, partnership, corporation, association, or other  
25 legal entity not named as a Party to this action.  
26

27          2.11 Outside Counsel of Record: attorneys who are not employees of a party to this  
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1 Action but are retained to represent or advise a party to this Action and have appeared in  
2 this Action on behalf of that party or are affiliated with a law firm which has appeared on  
3 behalf of that party, and includes support staff.  
4

5 2.12 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
7 staffs).  
8

9 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
10 Material in this Action.  
11

12 2.14 Professional Vendors: persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,  
14 and organizing, storing, or retrieving data in any form or medium) and their employees and  
15 subcontractors.  
16

17 2.15 Protected Material: any Disclosure or Discovery Material that is designated as  
18 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS EYES ONLY.”  
19  
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21 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from  
22 a Producing Party.  
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### 24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only Protected  
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1 Material (as defined above), but also (1) any information copied or extracted from  
2 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
3 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel  
4 that might reveal Protected Material.  
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6 Any use of Protected Material at trial shall be governed by the orders of the trial  
7 judge. This Order does not govern the use of Protected Material at trial.  
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11 **4. DURATION**  
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13 Once a case proceeds to trial, any the information used at the trial that was  
14 designated as confidential or maintained pursuant to this protective order becomes public  
15 and will be presumptively available to all members of the public, including the press,  
16 unless compelling reasons supported by specific factual findings to proceed otherwise are  
17 made to the trial judge in advance of the trial. See *Kamakana v. City and County of*  
18 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing  
19 for sealing documents produced in discovery from “compelling reasons” standard when  
20 merits-related documents are part of court record).  
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1           5. DESIGNATING PROTECTED MATERIAL

2           5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
3  
4 Party or Non-Party that designates information or items for protection under this Order  
5 must take care to limit any such designation to specific material that qualifies under the  
6 appropriate standards. The Designating Party must designate for protection only those parts  
7 of material, documents, items, or oral or written communications that qualify so that other  
8 portions of the material, documents, items, or communications for which protection is not  
9 warranted are not swept unjustifiably within the ambit of this Order.  
10  
11

12           Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
13 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
14 unnecessarily encumber the case development process or to impose unnecessary expenses  
15 and burdens on other parties) may expose the Designating Party to sanctions.  
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18           If it comes to a Designating Party's attention that information or items that it  
19 designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.  
21

22           5.2 Manner and Timing of Designations. Except as otherwise provided in this  
23 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
24 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
25 must be clearly so designated before the material is disclosed or produced.  
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1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents, but  
3 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
4 Producing Party affix at a minimum, the legend “CONFIDENTIAL” or “CONFIDENTIAL  
5 – ATTORNEYS EYES ONLY” (collectively hereinafter “CONFIDENTIAL legend”), to  
6 each page that contains protected material. If only a portion or portions of the material on a  
7 page qualifies for protection, the Producing Party also must clearly identify the protected  
8 portion(s) (e.g., by making appropriate markings in the margins).

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11  
12 A Party or Non-Party that makes original documents available for inspection need  
13 not designate them for protection until after the inspecting Party has indicated which  
14 documents it would like copied and produced. During the inspection and before the  
15 designation, all of the material made available for inspection shall be deemed  
16 “CONFIDENTIAL – ATTORNEYS EYES ONLY.” After the inspecting Party has  
17 identified the documents it wants copied and produced, the Producing Party must  
18 determine which documents, or portions thereof, qualify for protection under this Order.  
19 Then, before producing the specified documents, the Producing Party must affix the  
20 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion  
21 or portions of the material on a page qualifies for protection, the Producing Party also must  
22 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
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1 margins).

2 (b) for testimony given in depositions that the Designating Party identify the  
3 Disclosure or Discovery Material on the record, before the close of the deposition all  
4 protected testimony.  
5

6 (c) for information produced in some form other than documentary and for any  
7 other tangible items, that the Producing Party affix the “CONFIDENTIAL” legend in a  
8 prominent place on the exterior of the container or containers in which the information is  
9 stored. If only a portion or portions of the information warrants protection, the Producing  
10 Party, to the extent practicable, shall identify the protected portion(s).  
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13  
14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
15 designate qualified information or items does not, standing alone, waive the Designating  
16 Party’s right to secure protection under this Order for such material. Upon timely  
17 correction of a designation, the Receiving Party must make reasonable efforts to assure that  
18 the material is treated in accordance with the provisions of this Order.  
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## 21 22 23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
28

1 process under Local Rule 37.1 et seq.

2           6.3 The burden of persuasion in any such challenge proceeding shall be on the  
3 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
4 harass or impose unnecessary expenses and burdens on other parties) may expose the  
5 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the  
6 confidentiality designation, all parties shall continue to afford the material in question the  
7 level of protection to which it is entitled under the Producing Party's designation until the  
8 Court rules on the challenge.  
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## 12 13 14           7. ACCESS TO AND USE OF PROTECTED MATERIAL

15           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
16 disclosed or produced by another Party or by a Non-Party in connection with this Action  
17 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
18 Material may be disclosed only to the categories of persons and under the conditions  
19 described in this Order. When the Action has been terminated, a Receiving Party must  
20 comply with the provisions of section 13 below (FINAL DISPOSITION).  
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24           Protected Material must be stored and maintained by a Receiving Party at a location  
25 and in a secure manner that ensures that access is limited to the persons authorized under  
26 this Order.  
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1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
3 may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

12           (d) the court and its personnel;

13           (e) court reporters and their staff;

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

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

19           (h) during their depositions, witnesses, and attorneys for witnesses, in the Action

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

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10  
11 (i) any mediator or settlement officer, and their supporting personnel, mutually  
12 agreed upon by any of the parties engaged in settlement discussions.

13  
14 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS EYES ONLY”  
15 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
16 Designating Party, a Receiving Party may disclose any information or item designated  
17 “CONFIDENTIAL – ATTORNEYS EYES ONLY” only to:

18  
19 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
20 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
21 disclose the information for this Action;

22  
23 (b) House Counsel of the Receiving Party to whom disclosure is reasonably  
24 necessary for this Action;

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

3  
4 (d) the court and its personnel (under seal);

5 (e) court reporters and their staff;

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

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

12 (h) any mediator or settlement officer, and their supporting personnel, mutually  
13 agreed upon by any of the parties engaged in settlement discussions.

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17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
18 OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation that  
20 compels disclosure of any information or items designated in this Action as  
21 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS EYES ONLY,” that Party  
22 must:  
23

24 (a) promptly notify in writing the Designating Party. Such notification shall  
25 include a copy of the subpoena or court order;  
26  
27

1 (b) promptly notify in writing the party who caused the subpoena or order to issue  
2 in the other litigation that some or all of the material covered by the subpoena or order is  
3 subject to this Protective Order. Such notification shall include a copy of ' this Stipulated  
4 Protective Order; and  
5

6 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
7 the Designating Party whose Protected Material may be affected.  
8

9 If the Designating Party timely seeks a protective order, the Party served with the  
10 subpoena or court order shall not produce any information designated in this action as  
11 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS EYES ONLY” before a  
12 determination by the court from which the subpoena or order issued, unless the Party has  
13 obtained the Designating Party’s permission. The Designating Party shall bear the burden  
14 and expense of seeking protection in that court of its confidential material and nothing in  
15 these provisions should be construed as authorizing or encouraging a Receiving Party in  
16 this Action to disobey a lawful directive from another court.  
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22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
23 IN THIS LITIGATION  
24

25 (a) The terms of this Order are applicable to information produced by a Non-  
26 Party in this Action and designated as “CONFIDENTIAL” or “CONFIDENTIAL –  
27

1 ATTORNEYS EYES ONLY.” Such information produced by Non-Parties in connection  
2 with this litigation is protected by the remedies and relief provided by this Order. Nothing  
3  
4 in these provisions should be construed as prohibiting a Non-Party from seeking additional  
5  
6 protections.

7 (b) In the event that a Party is required, by a valid discovery request, to produce a  
8 Non-Party’s confidential information in its possession, and the Party is subject to an  
9 agreement with the Non-Party not to produce the Non-Party’s confidential information,  
10  
11 then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party that some  
13  
14 or all of the information requested is subject to a confidentiality agreement with a Non-  
15  
16 Party;

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

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

24 (c) If the Non-Party fails to seek a protective order from this court within 14 days  
25 of receiving the notice and accompanying information, the Receiving Party may produce  
26  
27 the Non-Party’s confidential information responsive to the discovery request. If the Non-  
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1 Party timely seeks a protective order, the Receiving Party shall not produce any  
2 information in its possession or control that is subject to the confidentiality agreement with  
3 the Non-Party before a determination by the court. Absent a court order to the contrary, the  
4 Non-Party shall bear the burden and expense of seeking protection in this court of its  
5 Protected Material.  
6  
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8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL  
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10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
11 Protected Material to any person or in any circumstance not authorized under this  
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the  
13 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
14 unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
15 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
16 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
17 attached hereto as **Exhibit A**.  
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23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
24 PROTECTED MATERIAL  
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26 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
27 produced material is subject to a claim of privilege or other protection, the obligations of  
28

1 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
2 This provision is not intended to modify whatever procedure may be established in an e-  
3 discovery order that provides for production without prior privilege review. Pursuant to  
4 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
5 effect of disclosure of a communication or information covered by the attorney-client  
6 privilege or work product protection, the parties may incorporate their agreement in the  
7 stipulated protective order submitted to the court.  
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## 13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
15 to seek its modification by the Court in the future.  
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17 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
18 Order no Party waives any right it otherwise would have to object to disclosing or  
19 producing any information or item on any ground not addressed in this Stipulated  
20 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
21 evidence of any of the material covered by this Protective Order.  
22  
23

24 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
25 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
26 under seal pursuant to a court order authorizing the sealing of the specific Protected  
27  
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1 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
2 court, then the Receiving Party may file the information in the public record unless  
3 otherwise instructed by the court.  
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7 **13. FINAL DISPOSITION**  
8

9 After the final disposition of this Action, as defined in paragraph 4, within 60 days  
10 of a written request by the Designating Party, each Receiving Party must return all  
11 Protected Material to the Producing Party or destroy such material. As used in this  
12 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
13 summaries, and any other format reproducing or capturing any of the Protected Material.  
14 Whether the Protected Material is returned or destroyed, the Receiving Party must submit a  
15 written certification to the Producing Party (and, if not the same person or entity, to the  
16 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
17 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
18 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any  
19 other format reproducing or capturing any of the Protected Material. Notwithstanding this  
20 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
21 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and  
22 trial exhibits, expert reports, attorney work product, and consultant and expert work  
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1 product, even if such materials contain Protected Material. Any such archival copies that  
2 contain or constitute Protected Material remain subject to this Protective Order as set forth  
3  
4 in Section 4 (DURATION).

5 14. Any violation of this Order may be punished by any and all appropriate  
6 measures including, without limitation, contempt proceedings and/or monetary sanctions.  
7

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

10 MUNGER, TOLLES & OLSON LLP

11 Dated 5 December 2018 BY: /S/ Michael B. DeSanctis  
12 Michael B. DeSanctis  
13 Kelly M. Klaus  
14 Elizabeth A. Kim  
15 Attorneys for Plaintiffs

16 SHARIF | FAUST LAWYERS, LTD.

17  
18 Dated 5 December 2018 BY: /S/ Matthew J. Faust  
19 Matthew J. Faust  
20 Attorneys for Defendants

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated December 7, 2018 BY: /s/  
Hon. Alka Sagar  
United States Magistrate Judge

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1 **FILER’S ATTESTATION**

2 Pursuant to L.R. 5-4.3.4(a)(2), I, Matthew J. Faust, certify that that all other  
3 signatories listed, and on whose behalf the filing is submitted, concur in this filing’s  
4 content and have authorized this filing.

5 SHARIF | FAUST LAWYERS, LTD.  
6

7 Dated 5 December 2018 BY: /S/ Matthew J. Faust  
8 Matthew J. Faust  
9 Attorneys for Defendants  
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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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4 I, [print or type full name], of [print or type full address], declare under penalty of  
5 perjury that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California on  
7 November 16, 2018 in the case of [insert formal name of the case and the number and  
8 initials assigned to it by the court]. I agree to comply with and to be bound by all the terms  
9 of this Stipulated Protective Order and I understand and acknowledge that failure to so  
10 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly  
11 promise 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.  
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18 I further agree to submit to the jurisdiction of the United States District Court for the  
19 Central District of California for the purpose of enforcing the terms of this Stipulated  
20 Protective Order, even if such enforcement proceedings occur after termination of this  
21 action. I hereby appoint [print or type full name] of [print or type full address and  
22 telephone number] as my California agent for service of process in connection with this  
23 action or any proceedings related to enforcement of this Stipulated Protective Order.  
24

25  
26 Date:  
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1 City and State where sworn and signed:

2 Printed name:

3  
4 Signature:

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