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

GHODOOSHIM & SON, INC., a  
California Corporation;

Plaintiff,  
vs.

AMAZON.COM SERVICES, INC., a  
Delaware Corporation; and DOES 1-10,  
inclusive,  
Defendants.

Case No.: 2:18-CV-08973-JFW-GJS

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding purchase and sale prices of fabric or garments by suppliers, manufacturers, importers, distributors or fashion retailers, information regarding confidential business practices, information regarding the creation, purchase or sale of graphics used on textiles and garments, or other confidential commercial information (including information implicating privacy rights of third parties), information generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal rules, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the

1 prompt resolution of disputes over confidentiality of discovery materials, to  
2 adequately protect information the parties are entitled to keep confidential, to  
3 ensure that the parties are permitted reasonable necessary uses of such material in  
4 preparation for and in the conduct of trial, to address their handling at the end of  
5 the litigation, and serve the ends of justice, a protective order for such information  
6 is justified in this matter. It is the intent of the parties that information will not be  
7 designated as confidential for tactical reasons and that nothing be so designated  
8 without a good faith belief that it has been maintained in a confidential, non-public  
9 manner, and there is good cause why it should not be part of the public record of  
10 this case.

11 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
12 SEAL

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

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

1 declaration, establishing that the material sought to be filed under seal qualifies as  
2 confidential, privileged, or otherwise protectable—constitute good cause.

3 Further, if a party requests sealing related to a dispositive motion or trial,  
4 then compelling reasons, not only good cause, for the sealing must be shown, and  
5 the relief sought shall be narrowly tailored to serve the specific interest to be  
6 protected. *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir.  
7 2010). For each item or type of information, document, or thing sought to be filed  
8 or introduced under seal in connection with a dispositive motion or trial, the party  
9 seeking protection must articulate compelling reasons, supported by specific facts  
10 and legal justification, for the requested sealing order. Again, competent evidence  
11 supporting the application to file documents under seal must be provided by  
12 declaration.

13 Any document that is not confidential, privileged, or otherwise protectable  
14 in its entirety will not be filed under seal if the confidential portions can be  
15 redacted. If documents can be redacted, then a redacted version for public  
16 viewing, omitting only the confidential, privileged, or otherwise protectable  
17 portions of the document, shall be filed. Any application that seeks to file  
18 documents under seal in their entirety should include an explanation of why  
19 redaction is not feasible.

20  
21 2. DEFINITIONS

22 2.1 Action: This pending federal law suit.

23 2.2 Challenging Party: a Party or Non-Party that challenges the  
24 designation of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
26 how it is generated, stored or maintained) or tangible things that qualify for  
27 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
28 the Good Cause Statement.

1           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
2 their support staff).

3           2.5 Designating Party: a Party or Non-Party that designates information or  
4 items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY.”

7           2.6 Disclosure or Discovery Material: all items or information, regardless  
8 of the medium or manner in which it is generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, and tangible things), that are produced  
10 or generated in disclosures or responses to discovery in this matter.

11          2.7 Expert: a person with specialized knowledge or experience in a matter  
12 pertinent to the litigation who has been retained by a Party or its counsel to serve  
13 as an expert witness or as a consultant in this Action.

14          2.8    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
15 Information or Items: extremely sensitive “CONFIDENTIAL” information or  
16 items, disclosure of which to another Party or Non-Party the Producing Party  
17 reasonably believes is likely to cause economic harm or significant commercial  
18 disadvantage to the Producing Party. The Parties agree that the following  
19 information, if non-public, shall be presumed to merit the “HIGHLY  
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation: trade secrets,  
21 pricing information, financial data, sales information, sales or marketing forecasts  
22 or plans, business plans, sales or marketing strategy, product development  
23 information, engineering documents, testing documents, employee information,  
24 and other non-public information of similar competitive and business sensitivity.

25          2.9 House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel of Record or any other outside  
27 counsel.

28          2.10 Non-Party: any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this action.

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

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

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

11 2.14 Professional Vendors: persons or entities that provide litigation  
12 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
14 and their employees and subcontractors.

15 2.15 Protected Material: any Disclosure or Discovery Material that is  
16 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –  
17 ATTORNEYS’ EYES ONLY.”

18 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

20 3. SCOPE

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

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

1 4. DURATION

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

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

1           5.2 Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

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

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



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

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

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
12 failure to designate qualified information or items does not, standing alone, waive  
13 the Designating Party’s right to secure protection under this Order for such  
14 material. Upon timely correction of a designation, the Receiving Party must make  
15 reasonable efforts to assure that the material is treated in accordance with the  
16 provisions of this Order.

17  
18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s  
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on  
25 the Designating Party. Frivolous challenges, and those made for an improper  
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
27 parties) may expose the Challenging Party to sanctions. Unless the Designating  
28 Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is  
2 entitled under the Producing Party’s designation until the Court rules on the  
3 challenge.

4  
5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
7 disclosed or produced by another Party or by a Non-Party in connection with this  
8 Action only for prosecuting, defending, or attempting to settle this Action. Such  
9 Protected Material may be disclosed only to the categories of persons and under  
10 the conditions described in this Order. When the Action has been terminated, a  
11 Receiving Party must comply with the provisions of section 13 below (FINAL  
12 DISPOSITION).

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

16 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
17 otherwise ordered by the court or permitted in writing by the Designating Party, a  
18 Receiving Party may disclose any information or item designated  
19 “CONFIDENTIAL” only to:

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

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

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

28 (d) the court and its personnel;

1 (e) court reporters and their staff;

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

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

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

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

18 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES  
19 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
20 in writing by the Designating Party, any information or item designated “HIGHLY  
21 CONFIDENTIAL – ATTORNEY’S EYES ONLY” may be disclosed to each of the  
22 individuals identified in section 7.2 *supra*, except for the individuals described in  
23 subsection (b) of section 7.2, *i.e.* the officers, directors, and employees (including  
24 House Counsel) of the Receiving Party.

25  
26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
27 IN OTHER LITIGATION

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as  
2 “CONFIDENTIAL” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
3 ONLY” that Party must:

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

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

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

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

21  
22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
23 PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by a  
25 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information  
27 produced by Non-Parties in connection with this litigation is protected by the  
28 remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

22  
23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has  
25 disclosed Protected Material to any person or in any circumstance not authorized  
26 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
27 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
28 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform

1 the person or persons to whom unauthorized disclosures were made of all the terms  
2 of this Order, and (d) request such person or persons to execute the  
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
4 A.

5  
6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain  
9 inadvertently produced material is subject to a claim of privilege or other  
10 protection, the obligations of the Receiving Parties are those set forth in Federal  
11 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
12 whatever procedure may be established in an e-discovery order that provides for  
13 production without prior privilege review. Pursuant to Federal Rule of Evidence  
14 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
15 of a communication or information covered by the attorney-client privilege or  
16 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  
24 disclosing or producing any information or item on any ground not addressed in  
25 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
26 any ground to use in evidence of any of the material covered by this Protective  
27 Order.

28 12.3 Filing Protected Material. A Party that seeks to file under seal any

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

6  
7 13. FINAL DISPOSITION

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

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1 14. VIOLATION

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

5  
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7  
8 DATED: January 31, 2019

9 /s/ C. Yong Jeong  
10 C. Yong Jeong, Esq.  
11 Attorney for Plaintiff

12 DATED: January 31, 2019

13 /s/ L. Katie Machado  
14 Gregory L. Doll  
15 L. Katie Machado  
16 Attorneys for Defendant  
AMAZON.COM SERVICES, INC.

17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18 DATED: February 13, 2019

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20 

21 \_\_\_\_\_  
22 GAIL J. STANDISH  
23 UNITED STATES MAGISTRATE JUDGE  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 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  
7 on [\_\_\_\_\_] in the case of *Ghodooshim and Son, Inc. v. Amazon.com Services,*  
8 *Inc. et al 2:18-cv-08973-JFW-GJS*. I agree to comply with and to be bound by all  
9 the terms of this Stipulated Protective Order and I understand and acknowledge  
10 that failure to so comply could expose me to sanctions and punishment in the  
11 nature of contempt. I solemnly promise that I will not disclose in any manner any  
12 information or item that is subject to this Stipulated Protective Order to any person  
13 or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for  
15 the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print  
18 or type full name] of \_\_\_\_\_ [print or  
19 type full address and telephone number] as my California agent for service of  
20 process in connection with this action or any proceedings related to enforcement of  
21 this Stipulated Protective Order.

22 Date: \_\_\_\_\_

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

24  
25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_  
27  
28