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Attorneys for Defendant

19 Attorneys for Plaintiffs

20 **UNITED STATES DISTRICT COURT**  
 21 **CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

22 ALEX MORGAN, et al.,  
 23 Plaintiffs/Claimants,  
 24 v.  
 25 UNITED STATES SOCCER  
 FEDERATION, INC.,  
 26 Defendant/Respondent.  
 27

Case No. 2:19-cv-01717-RGK-AGR

**STIPULATED PROTECTIVE ORDER**

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 for  
4 any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
5 parties hereby stipulate to and petition the Court to enter the following Stipulated Protective  
6 Order. The parties acknowledge that this Order does not confer blanket protections on all  
7 disclosures or responses to discovery and that the protection it affords from public  
8 disclosure and use extends only to the limited information or items that are entitled to  
9 confidential treatment under the applicable legal principles. The parties further  
10 acknowledge, as set forth in Section 14.6, below, that this Stipulated Protective Order does  
11 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth  
12 the procedures that must be followed and the standards that will be applied when a party  
13 seeks permission from the court to file material under seal.

14 B. GOOD CAUSE STATEMENT

15 Defendant asserts that this action is likely to involve U.S. Soccer Federation non-  
16 public records, policies and processes concerning the United States Senior Women's  
17 National Team ("USWNT") and United States Senior Men's National Team ("USMNT")  
18 and/or personally-identifying information from the personnel files of one or more members  
19 of the USWNT and/or the USMNT. Defendant further asserts that some of such  
20 information is critical to the USWNT and the USMNT in maintaining their competitive  
21 advantages in international competition, which warrants special protection from public  
22 disclosure and from use for any purpose other than prosecution of this action.

23 Other information may be protected from public disclosure under applicable  
24 international, state or federal law or court rules (e.g., in the case of personal information  
25 relating to individual players). Such confidential and proprietary materials and information  
26 consist of, among other things: confidential business or financial information (but excludes  
27 the audited financials available at [www.ussoccer.com](http://www.ussoccer.com)); non-public information that could  
28 cause financial and competitive harm if disclosed; information concerning the evaluation

1 and selection of athletes; information concerning athlete training and development;  
2 information regarding confidential business practices, or other confidential strategic,  
3 development, or commercial and sponsorship agreements or information (including  
4 information implicating confidentiality obligations to, or privacy rights of, third parties);  
5 and, information otherwise generally unavailable to the public, or which may be privileged  
6 or otherwise protected from disclosure under state or federal statutes, court rules, case  
7 decisions, or common law.

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

18 2. DEFINITIONS

19 2.1 Action: *Alex Morgan, et al. v. United States Soccer Federation*, Case No.  
20 2:19-cv-01717-RGK-AGR (C.D. Cal. Mar. 8, 2019).

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

23 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
24 is generated, stored, or maintained) or tangible things that qualify for protection under  
25 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as their  
27 support staff).  
28

1           2.5    Designating Party: a Party or Non-Party that designates information or items  
2 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3           2.6    Disclosure or Discovery Material: all items or information, regardless of the  
4 medium or manner in which it is generated, stored, or maintained (including, among other  
5 things, testimony, transcripts, and tangible things), that are produced or generated in  
6 disclosures or responses to discovery in this matter.

7           2.7    Expert: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation who has been retained by a Party or its Counsel to serve as an  
9 expert witness or as a consultant in this Action.

10          2.8    Final Disposition: Final disposition shall be deemed to be the later of (1)  
11 dismissal of all claims and defenses in this Action, with prejudice; or (2) final judgment  
12 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
13 reviews of this Action, including the time limits for filing any motions or applications for  
14 extension of time pursuant to applicable law.

15          2.9    In-House Counsel: attorneys who are employees of a Party to this Action. In-  
16 House Counsel does not include Outside Counsel of Record or any other outside counsel.

17          2.10 Non-Party: any natural person, partnership, corporation, association, or other  
18 legal entity not named as a Party to this action.

19          2.11 Outside Counsel of Record: attorneys who are not employees of a Party to this  
20 Action but are retained to represent a Party to this Action and have filed an appearance in  
21 this Action on behalf of a Party or are affiliated with a law firm which has appeared on  
22 behalf of that party, and includes support staff.

23          2.12 Party: a named party to this Action (including all of its officers, directors,  
24 employees, litigation consultants, retained experts, In-House Counsel, and Outside  
25 Counsel of Record (and their support staffs)), the absent class members of the certified  
26 class (if any), and the opt-in members to the collective action. The term “Party” excludes  
27 putative class members, members who opt out of the certified class, members who do not  
28 opt-in to the collective action, counsel and agents to individual absent members of the

1 certified class (excluding Outside Counsel of Record), counsel and agents to individual  
2 opt-in members to the collective action (excluding Outside Counsel of Record), and  
3 relatives and agents of a Party to this Action, including but not limited to, spouses and  
4 domestic partners. Plaintiffs' Outside Counsel of Record will instruct the absent members  
5 of the certified class and the opt-in members to the collective action that they are bound by  
6 this Protective Order prior to sharing any Protected Material with any of these individuals.

7 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
8 Material in this Action.

9 2.14 Professional Vendors: persons or entities that provide litigation support  
10 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
11 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
12 their employees, subcontractors, and assigns.

13 2.15 Protected Material: any Disclosure or Discovery Material that is designated  
14 as "CONFIDENTIAL" as well as tangible information not previously filed with the court  
15 such as, but not limited to, copies, abstracts, compilations, summaries, and any other format  
16 reproducing or capturing any of the Protected Material, including without limitation, notes  
17 of Outside Counsel of Record. Information available in the public domain is not Protected  
18 Material.

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

21 3. SCOPE

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

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

1 4. DURATION

2 Even after Final Disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until (a) a Receiving Party returns or  
4 completely destroys all Protected Materials in its possession following Final Disposition  
5 as provided in Section 15 or (b) a Designating Party agrees otherwise in writing or a court  
6 order otherwise directs.

7 5. DESIGNATING PROTECTED MATERIAL

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

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

19 If it comes to a Designating Party's attention that information or items that it  
20 designated for protection do not qualify for protection, that Designating Party must  
21 promptly notify all other Parties that it is withdrawing the inapplicable designation. The  
22 Parties agree that withdrawal of an inapplicable designation will not be *de facto* evidence  
23 of misuse of the designation process or otherwise a violation of Section 5.1.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
25 Order (*see, e.g.*, second paragraph of Section 5.2(a) below), or as otherwise stipulated or  
26 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
27 must be so designated before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

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

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

19 (b) for testimony given in deposition, the Designating Party may either:

20 (1) identify on the record, before the close of the deposition, all  
21 “CONFIDENTIAL” testimony, by specifying all portions of the testimony that qualify as  
22 “CONFIDENTIAL”; or

23 (2) designate the entirety of the deposition testimony, including, but not  
24 limited to the exhibits presented to the witness, as “CONFIDENTIAL” (before the  
25 deposition is concluded) with the right to identify more specific portions of the deposition  
26 testimony as to which protection is sought within 30 days following receipt of the  
27 deposition transcript. In circumstances where portions of the deposition testimony are  
28 designated for protection, the transcript pages containing “CONFIDENTIAL” Information

1 may be separately bound by the court reporter, who must affix to the top of each page the  
2 CONFIDENTIAL legend as instructed by the Designating Party. The designation of  
3 portions of the Testimony as “CONFIDENTIAL” will not alter the pagination of the  
4 transcript.

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

10 5.3 Inadvertent Failures to Designate.

11 (a) When a Producing Party gives notice to Receiving Parties that certain  
12 inadvertently produced material is subject to a claim of privilege or other protection and/or  
13 has been inadvertently produced without the “CONFIDENTIAL” designation (hereinafter  
14 “Inadvertent Production”), the Receiving Parties shall promptly destroy the Inadvertent  
15 Production and all copies thereof, or return such together with all copies of such materials  
16 to counsel for the Designating Party. Should the Receiving Parties choose to destroy the  
17 Inadvertent Production, the Receiving Parties shall notify the Producing Party in writing  
18 of such destruction within seven (7) days of receipt of notice of the Inadvertent Production.  
19 *See Fed. R. Civ. Proc. 26(b)(5)(B).* If any of the Receiving Party has disclosed the  
20 materials before receiving the designation, the Receiving Party must notify the Designating  
21 Party in writing of each such disclosure.

22 (b) If promptly corrected upon awareness of an inadvertently failure to  
23 designate, an inadvertent failure to designate qualified information or items does not,  
24 standing alone, waive the Designating Party’s right to secure protection under this Order  
25 for such material. The disclosure of Protected Material without being designated as such at  
26 the time of the disclosure shall not be deemed as a waiver in whole or in part of a Party’s  
27 claim to designate the information Protected Material, either as to the specific information  
28 disclosed or as to any other information relating to or on the same or related subject matter.



1 6. HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY RESERVATION OF  
2 RIGHTS

3 During the pendency of this Action, CONFIDENTIAL information, which Counsel  
4 reasonably and in good faith considers to contain highly sensitive information that, if  
5 Disclosed to the Receiving Party (aside from the Receiving Party's Outside Counsel of  
6 Record), could result in harm, may be discovered. By entering into this Stipulated  
7 Protective Order, the Parties do not concede that a HIGHLY CONFIDENTIAL -  
8 ATTORNEYS' EYES ONLY designation to protect such highly sensitive information  
9 would either be appropriate or inappropriate in this Action. Rather, the Parties shall meet  
10 and confer in the event that either Party discovers such highly sensitive information and  
11 attempt to come to agreement on the propriety of a HIGHLY CONFIDENTIAL -  
12 ATTORNEYS' EYES ONLY designation. The Parties therefore expressly reserve their  
13 right to seek to amend this Protective Order to include a HIGHLY CONFIDENTIAL -  
14 ATTORNEYS' EYES ONLY designation. Prior to the resolution of the propriety of a  
15 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY designation, document(s)  
16 that the Designating Party reasonably and in good faith considers HIGHLY  
17 CONFIDENTIAL - ATTORNEYS' EYES ONLY may be disclosed only to the Receiving  
18 Party's Outside Counsel of Record.

19 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 7.1 Timing of Challenges. Any Party may challenge a designation of  
21 confidentiality at any time prior to the close of discovery.

22 7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
23 process under Local Rule 37.1 *et seq.*

24 7.3 The burden of persuasion in any such challenge proceeding shall be on the  
25 Designating Party. Unless the Designating Party has waived or withdrawn the  
26 confidentiality designation, all parties shall continue to afford the material in question the  
27 level of protection to which it is entitled under the Producing Party's designation, until the  
28 Court rules on the challenge.

1 8. ACCESS TO AND USE OF PROTECTED MATERIAL

2 8.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this Action  
4 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material  
5 may be disclosed only to the categories of persons and under the conditions described in  
6 this Order. When the Action has been terminated, a Receiving Party must comply with the  
7 provisions of Section 15 below (FINAL DISPOSITION). In no event may any Protected  
8 Material be used in connection with any matter other than the Action, including, but not  
9 limited to *Hope Solo v. United States Soccer Federation*, Case No. 3:18-cv-05215 JD (N.D.  
10 Cal. Aug. 28, 2018) (hereinafter “Solo Matter”), *North American Soccer League LLC v.*  
11 *United States Soccer Federation, Inc.*, Case No. 1:17-cv-05495 (E.D.N.Y), and *Relevant*  
12 *Sports, LLC, v. United States Soccer Federation, Inc.*, Case No. 1:19-cv-08359 (S.D.N.Y),  
13 without the express written consent of the Designating Party. It is Plaintiffs’ position that,  
14 notwithstanding this Section 8.1, Protected Material should be permitted to be disclosed to  
15 the appropriate categories of persons associated with the Plaintiff in the *Solo* Matter, and  
16 that the Plaintiff in the *Solo* Matter be permitted to disclose Protected Material from that  
17 case to Plaintiffs in this case. Plaintiffs reserve their rights to seek such orders from the  
18 Court.

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

22 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
23 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party  
24 may disclose any information or item designated “CONFIDENTIAL” only to:

25 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
26 as employees and support staff of said Outside Counsel of Record to whom it is reasonably  
27 necessary to disclose the information for this Action;

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

3 (c) Experts (as defined in this Order) of the Receiving Party to whom  
4 disclosure is reasonably necessary for this Action and who have signed the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A) *and* as to whom the  
6 procedures set forth in Section 9, below, have been followed;

7 (d) the court and its personnel;

8 (e) court reporters and their staff who have signed the “Acknowledgment  
9 and Agreement to Be Bound” (Exhibit A);

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

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

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

24 (i) Hope Solo and her counsel of record, during depositions to which Hope  
25 Solo and her counsel of record are invited to participate in order to promote judicial  
26 economy between this Action and the *Solo* Matter, provided they have signed the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and the Protected Material  
28

1 designated “CONFIDENTIAL” to be disclosed during the deposition has also been  
2 produced in the *Solo* Matter; and

3 (j) any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions, in each case  
5 after they have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

6 9. DISCLOSURE TO EXPERTS AND CONSULTANTS

7 Counsel may allow access to discovery material designated “CONFIDENTIAL” to  
8 their experts and consultants provided that any such expert or consultant who is to receive  
9 such material (1) shall be provided with a copy of this Protective Order and (2) shall  
10 execute an undertaking in the form annexed hereto as Exhibit A, before any such material  
11 is disclosed to them. Experts and consultants shall be specifically advised that the portion  
12 of their written work product that contains or discloses the substance of discovery material  
13 designated as “CONFIDENTIAL” is subject to all the provisions of this Protective Order.  
14 Counsel disclosing such material to experts and consultants shall be responsible for  
15 obtaining the executed undertakings in advance of such disclosure and also shall retain the  
16 original executed copy of said undertakings.

17 10. 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” that Party must:

22 (a) notify in writing the Designating Party within 2 days (48 hours of  
23 service). Such notification shall include a copy of the subpoena or court order;

24 (b) notify in writing within 2 days (48 hours of service) the party who  
25 caused the subpoena or order to issue in the other litigation that some or all of the material  
26 covered by the subpoena or order is subject to this Protective Order. Such notification shall  
27 include a copy of this Stipulated Protective Order; and  
28

1 (c) cooperate with respect to all reasonable procedures sought to be  
2 pursued by the Designating Party whose Protected Material may be affected, and in  
3 furtherance of such, do not produce the impacted Protected Materials in advance of the  
4 production date set forth in the subpoena or court order.

5 If the Designating Party seeks a protective order prior to the production date set forth  
6 in the subpoena or court order, the Party served with the subpoena or court order shall not  
7 produce any information designated in this action as “CONFIDENTIAL” before a  
8 determination by the court from which the subpoena or order issued, unless the Party has  
9 obtained the Designating Party’s permission. The Designating Party shall bear the burden  
10 and expense of seeking protection in that court of its confidential material and nothing in  
11 these provisions should be construed as authorizing or encouraging a Receiving Party in  
12 this Action to disobey a lawful directive from another court.

13 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
14 THIS LITIGATION

15 (a) The terms of this Order are also applicable to information produced by  
16 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
17 produced by Non-Parties in connection with this litigation is protected by the remedies and  
18 relief provided by this Order. In addition, nothing in these provisions should be construed  
19 as prohibiting a Non-Party from seeking additional protections.

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

24 (1) notify in writing the Requesting Party and the Non-Party within  
25 2 days (48 hours of service) that some or all of the information requested is subject to a  
26 confidentiality agreement with a Non-Party;

1 (2) provide the Non-Party with a copy of the Stipulated Protective  
2 Order in this Action, the relevant discovery request(s), and a reasonably specific  
3 description of the information requested within 2 days (48 hours of service); and

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

6 (c) If the Non-Party fails to seek a protective order from this court within  
7 14 days of receiving the notice and accompanying information, the Receiving Party may  
8 produce the Non-Party's confidential information responsive to the discovery request and  
9 designate it as Protected Material. If the Non-Party timely seeks a protective order, the  
10 Receiving Party shall not produce any information in its possession or control that is  
11 subject to the confidentiality agreement with the Non-Party before a determination by the  
12 court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
13 of seeking protection in this court of its Protected Material.

14 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

24 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
25 PROTECTED MATERIAL

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 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

1 This provision is not intended to modify whatever procedure may be established in an e-  
2 discovery order that provides for production without prior privilege review. Pursuant to  
3 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
4 effect of disclosure of a communication or information covered by the attorney-client  
5 privilege or work product protection, the parties may incorporate their agreement in the  
6 Stipulated Protective Order submitted to the court.

7 14. MISCELLANEOUS

8 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
9 to seek its modification by the Court in the future.

10 14.2 Nothing in this Order shall be construed to require any party to commit any  
11 act, including the disclosure of any information, that would violate any federal, state, or  
12 other law.

13 14.3 This Order is without prejudice to a Party's right to assert the attorney-client  
14 privilege, attorney work-product protection, or any other privilege or objection.

15 14.4 Neither this Order nor the disclosure of Protected Material shall be deemed a  
16 concession or determination of the relevance, materiality, or admissibility of Protected  
17 Material governed by or disclosed under this Order.

18 14.5 Right to Assert Other Objections. By stipulating to the entry of this Protective  
19 Order, no Party waives any right it otherwise would have to object to disclosing or  
20 producing any information or item on any ground not addressed in this Stipulated  
21 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
22 evidence of any of the material covered by this Protective Order.

23 14.6 Filing Protected Material. Protected Material may only be filed under seal  
24 pursuant to a court order authorizing the sealing of the specific Protected Material at issue.  
25 A Party that seeks to file under seal any Protected Material must comply with Civil Local  
26 Rule 79-5 *et seq.*

1 15. FINAL DISPOSITION

2 After the Final Disposition of this Action, as defined in Section 2.9, within 30 days  
3 of a written request by the Designating Party, each Receiving Party must return all  
4 Protected Material to the Producing Party or destroy such material. As used in this  
5 subdivision, “all Protected Material” includes all tangible information not previously filed  
6 with the court such as, but not limited to, copies, abstracts, compilations, summaries, and  
7 any other format reproducing or capturing any of the Protected Material, including without  
8 limitation, notes of Outside Counsel of Record of the Receiving Party. Whether the  
9 Protected Material is returned or destroyed, the Receiving Party must submit a written  
10 certification to the Producing Party (and, if not the same person or entity, to the Designating  
11 Party) by the 30 day deadline that (1) identifies (by category, where appropriate) all the  
12 Protected Material that was returned or destroyed and (2) affirms that the Receiving Party  
13 has not retained any Protected Material. Notwithstanding this provision, Counsel are  
14 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
15 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product (collectively,  
17 “Archival Materials”), even if such materials contain Protected Material. Any such  
18 Archival Materials that contain or constitute Protected Material remain subject to this  
19 Protective Order as set forth in Section 4 (DURATION) and such obligations shall survive  
20 Final Disposition for so long as Counsel retain such Archival Materials. Any violation of  
21 this Order by Parties, Counsel, and all other persons may be punished by any and all  
22 appropriate measures including, without limitation, contempt proceedings and/or monetary  
23 sanctions.

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1  
2  
3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under  
6 penalty of perjury that I have read in its entirety and understand the Stipulated Protective  
7 Order that was issued by the United States District Court for the Central District of  
8 California in the case of *Alex Morgan, et al. v. United States Soccer Federation*, Case No.  
9 2:19-cv-01717-RGK-AGR, fully incorporated by reference herein. I agree to comply with  
10 and to be bound by all the terms of this Stipulated Protective Order and I understand and  
11 acknowledge that failure to so comply could expose me to sanctions and punishment in the  
12 nature of contempt. I solemnly promise that I will not disclose in any manner any  
13 information or item that is subject to this Stipulated Protective Order to any person or entity  
14 except in strict compliance with the provisions of this Order. I further agree to submit to  
15 the jurisdiction of the United States District Court for the Central District of California for  
16 the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
17 enforcement proceedings occur after termination of this action. I hereby appoint  
18 \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_  
20 [print or type full address and telephone number] as my California agent for service of  
21 process in connection with this action or any proceedings related to enforcement of this  
22 Stipulated Protective Order.

23  
24 Date: \_\_\_\_\_

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

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_