

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

**C.W., individually and as a successor-in-interest to Decedent CAMERON WAGNER, by and through his Guardian Ad Litem Tyrone Sales,**  
  
Plaintiff,  
  
v.  
  
**DEBBIE ASUNCION, WARDEN of the CALIFORNIA DEPARTMENT OF CORRECTIONS, LOS ANGELES COUNTY; and Does 1-50, inclusive, individually and in their official capacities,**  
  
Defendants.

Case No. 2:19-cv-02225-RGK-GJS  
**STIPULATED PROTECTIVE ORDER<sup>1</sup>**

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

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Gail J. Standish’s Procedures.

1 enter the following Stipulated Protective Order. The parties acknowledge that this  
2 Order does not confer blanket protections on all disclosures or responses to  
3 discovery and that the protection it affords from public disclosure and use extends  
4 only to the limited information or items that are entitled to confidential treatment  
5 under the applicable legal principles.

6 B. GOOD CAUSE STATEMENT

7 This action is likely to involve production of confidential, proprietary, or  
8 private information, including records of the California Department of Corrections  
9 and Rehabilitation (“CDCR”) and California State Prison, Los Angeles County  
10 (“LAC”), that could threaten the safety and security of individuals for which special  
11 protection from public disclosure and from use for any purpose other than  
12 prosecution of this action is warranted. Such confidential and proprietary materials  
13 and information consist of, among other things, information that has been  
14 maintained by CDCR, LAC, or another CDCR institution, as confidential,  
15 information that concerns or relates to CDCR processes, operations, or  
16 investigations, disclosure of which may threaten the safety and security of CDCR  
17 prisons, staff, inmates, the public, and the Parties, information otherwise generally  
18 unavailable to the public, and information which may be privileged or otherwise  
19 protected from disclosure under state or federal statutes, court rules, case decisions,  
20 or common law. Accordingly, to expedite the flow of information, to facilitate the  
21 prompt resolution of disputes over confidentiality of discovery materials, to  
22 adequately protect information the parties are entitled to keep confidential, to  
23 ensure that the parties are permitted reasonable necessary uses of such material in  
24 preparation for and in the conduct of trial, to address their handling at the end of the  
25 litigation, and serve the ends of justice, a protective order for such information is  
26 justified in this matter. It is the intent of the parties that information will not be  
27 designated as confidential for tactical reasons and that nothing be so designated  
28 without a good faith belief that it has been maintained in a confidential, non-public

1 manner, and there is good cause why it should not be part of the public record of  
2 this case.

3 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

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

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

23 Further, if a party requests sealing related to a dispositive motion or trial,  
24 then compelling reasons, not only good cause, for the sealing must be shown, and  
25 the relief sought shall be narrowly tailored to serve the specific interest to be  
26 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.  
27 2010). For each item or type of information, document, or thing sought to be filed  
28 or introduced under seal in connection with a dispositive motion or trial, the party

1 seeking protection must articulate compelling reasons, supported by specific facts  
2 and legal justification, for the requested sealing order. Again, competent evidence  
3 supporting the application to file documents under seal must be provided by  
4 declaration.

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

## 11 2. DEFINITIONS

12 2.1 Action: *C.W. v. Debbie Asuncion, et al.*, U.S. District Court, C.D.  
13 California, Case No. 2:19-cv-02225-RGK-GJS

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
15 of information or items under this Order.

16 2.3 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Information or  
17 Items: information (regardless of how it is generated, stored or maintained) or  
18 tangible things that qualify for protection under Federal Rule of Civil Procedure  
19 26(c), and as specified above in the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

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

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

1           2.7 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4           2.8 House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7           2.9 Non-Party: any natural person, partnership, corporation, association or  
8 other legal entity not named as a Party to this action.

9           2.10 Outside Counsel of Record: attorneys who are not employees of a  
10 party to this Action but are retained to represent or advise a party to this Action and  
11 have appeared in this Action on behalf of that party or are affiliated with a law firm  
12 that has appeared on behalf of that party, and includes support staff.

13           2.11 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18           2.13 Professional Vendors: persons or entities that provide litigation  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22           2.14 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

24           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26 3. SCOPE

27           The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

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

#### 6 4. DURATION

7 FINAL DISPOSITION of the action is defined as the conclusion of any  
8 appellate proceedings, or, if no appeal is taken, when the time for filing of an  
9 appeal has run. Except as set forth below, the terms of this protective order apply  
10 through FINAL DISPOSITION of the action. The parties may stipulate that the  
11 they will be contractually bound by the terms of this agreement beyond FINAL  
12 DISPOSITION, but will have to file a separate action for enforcement of the  
13 agreement once all proceedings in this case are complete.

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

#### 24 5. DESIGNATING PROTECTED MATERIAL

##### 25 5.1 Exercise of Restraint and Care in Designating Material for Protection.

26 Each Party or Non-Party that designates information or items for protection under  
27 this Order must take care to limit any such designation to specific material that  
28 qualifies under the appropriate standards. The Designating Party must designate for

1 protection only those parts of material, documents, items or oral or written  
2 communications that qualify so that other portions of the material, documents,  
3 items or communications for which protection is not warranted are not swept  
4 unjustifiably within the ambit of this Order.

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

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

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

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix at a minimum, the legend  
22 "CONFIDENTIAL—ATTORNEYS' EYES ONLY" (hereinafter  
23 "CONFIDENTIAL—ATTORNEYS' EYES ONLY legend"), to each page that  
24 contains protected material. If only a portion of the material on a page qualifies for  
25 protection, the Producing Party also must clearly identify the protected portion(s)  
26 (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for  
28 inspection need not designate them for protection until after the inspecting Party

1 has indicated which documents it would like copied and produced. During the  
2 inspection and before the designation, all of the material made available for  
3 inspection shall be deemed “CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”  
4 After the inspecting Party has identified the documents it wants copied and  
5 produced, the Producing Party must determine which documents, or portions  
6 thereof, qualify for protection under this Order. Then, before producing the  
7 specified documents, the Producing Party must affix the “CONFIDENTIAL—  
8 ATTORNEYS’ EYES ONLY legend” to each page that contains Protected  
9 Material. If only a portion of the material on a page qualifies for protection, the  
10 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
11 appropriate markings in the margins).

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

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

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

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a



1 designation of confidentiality at any time that is consistent with the Court's  
2 Scheduling Order.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
4 resolution process under Local Rule 37.1 et seq.

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

## 13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
15 disclosed or produced by another Party or by a Non-Party in connection with this  
16 Action only for prosecuting, defending or attempting to settle this Action. Such  
17 Protected Material may be disclosed only to the categories of persons and under the  
18 conditions described in this Order. When the Action has been terminated, a  
19 Receiving Party must comply with the provisions of section 13 below (FINAL  
20 DISPOSITION).

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

24 7.2 Disclosure of "CONFIDENTIAL—ATTORNEYS' EYES ONLY"  
25 Information or Items. Unless otherwise ordered by the court or permitted in writing  
26 by the Designating Party, a Receiving Party may disclose any information or item  
27 designated "CONFIDENTIAL—ATTORNEYS' EYES ONLY" only to:

28 (a) the Receiving Party's Outside Counsel of Record in this Action, as

1 well as employees of said Outside Counsel of Record to whom it is reasonably  
2 necessary to disclose the information for this Action;

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

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

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

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  
12 signed 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 sign the form attached as Exhibit 1 hereto; and (2) they  
18 will not be permitted to keep any confidential information unless they sign the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
20 agreed by the Designating Party or ordered by the court. Pages of transcribed  
21 deposition testimony or exhibits to depositions that reveal Protected Material may  
22 be separately bound by the court reporter and may not be disclosed to anyone  
23 except as permitted under this Stipulated Protective Order; and

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

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—ATTORNEYS’ EYES ONLY,” that Party must:

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

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

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

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

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

22 (a) The terms of this Order are applicable to information produced by a  
23 Non-Party in this Action and designated as “CONFIDENTIAL—ATTORNEYS’  
24 EYES ONLY.” Such information produced by Non-Parties in connection with this  
25 litigation is protected by the remedies and relief provided by this Order. Nothing in  
26 these provisions should be construed as prohibiting a Non-Party from seeking  
27 additional protections.

28 (b) In the event that a Party is required, by a valid discovery request, to

1 produce a Non-Party's confidential information in its possession, and the Party is  
2 subject to an agreement with the Non-Party not to produce the Non-Party's  
3 confidential information, then the Party shall:

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

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

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

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

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

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

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order, no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in  
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
20 any ground to use in evidence of any of the material covered by this Protective  
21 Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any  
23 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
24 may only be filed under seal pursuant to a court order authorizing the sealing of the  
25 specific Protected Material at issue. If a Party's request to file Protected Material  
26 under seal is denied by the court, then the Receiving Party may file the information  
27 in the public record unless otherwise instructed by the court.  
28

1 13. FINAL DISPOSITION

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

20 [CONTINUED ON NEXT PAGE]  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

14. VIOLATION

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 23, 2019

/S/ DeWitt Lacy  
Attorneys for Plaintiff

DATED: September 23, 2019

/S/ Jennifer. J. Nygaard  
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: October 4, 2019



---

GAIL J. STANDISH  
United States Magistrate Judge

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 [date] in the case of \_\_\_\_\_ [**insert formal name of the case and the**  
8 **number and initials assigned to it by the court**]. I agree to comply with and to be  
9 bound by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
12 any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 Order.

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

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

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

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

26 Signature: \_\_\_\_\_

27  
28