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 19 **NBCUNIVERSAL MEDIA, LLC**

16 UNITED STATES DISTRICT COURT
 17 CENTRAL DISTRICT OF CALIFORNIA

18 MARK A. LYONS, an individual,
 19 CYNTHIA E. PARKER, an individual,
 20 and MARLON E. OLLIVIERRE, an
 21 individual,

21 Plaintiff,

22 v.

23 NBCUNIVERSAL MEDIA, LLC, a
 24 limited liability company; and DOES 1
 25 to 20, inclusive,

26 Defendants.

CASE NO. 2:19-cv-03830-SB-JEM

**STIPULATED [~~PROPOSED~~]
 PROTECTIVE ORDER**

Complaint filed: February 19, 2019
 Trial: April 20, 2021
 Time: 8:30 a.m.

27 **STIPULATED [~~PROPOSED~~] PROTECTIVE ORDER**

1 IT IS HEREBY STIPULATED AND AGREED, by and among the undersigned
2 parties through their counsel of record, as follows:

3 1. PURPOSES AND LIMITATIONS

4 1.1 This Protective Order shall govern all documents, testimony, discovery
5 responses, and information in *Mark Lyons, et al. v. NBCUniversal Media, LLC*, United
6 States District Court for the District of California Case Number 2:19-cv-03830-MWF-
7 JEM (the “Action”).

8 1.2 Disclosure and discovery activity in this action are likely to involve
9 production of confidential, proprietary, or private information for which special
10 protection from public disclosure and from use for any purpose other than prosecuting
11 this litigation may be warranted. Accordingly, the parties hereby stipulate to and
12 petition the court to enter the following Stipulated Protective Order. The parties
13 acknowledge that this Order does not confer blanket protections on all disclosures or
14 responses to discovery and that the protection it affords from public disclosure and use
15 extends only to the limited information or items that are entitled to confidential
16 treatment under the applicable legal principles. The parties further acknowledge, as set
17 forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them
18 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
19 procedures that must be followed and the standards that will be applied when a party
20 seeks permission from the court to file material under seal.

21
22 2. DEFINITIONS

23 2.1 Challenging Party: a Party or Non-Party that challenges the designation
24 of information or items under this Order.

25 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how
26 it is generated, stored or maintained) or tangible things that qualify for protection under
27 Federal Rule of Civil Procedure 26(c).

1 2.3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY: information that has
2 been designated as “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” by a Party,
3 upon reasonable belief that disclosure of information to the other Party creates a
4 substantial risk of serious injury to financial, privacy or other interests, and that risk
5 cannot be avoided by less restrictive means.

6 The Parties agree that under this Order, the only information that will be
7 designated as “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” is (a) a list that
8 Defendant intends to provide Plaintiffs’ counsel, identifying the names of third party
9 employees whose employment records are produced in the course of this litigation,
10 along with the corresponding unique identifiers assigned to these employees; and (b)
11 the bargaining notes prepared by NABET-CWA in connection with its collective
12 bargaining negotiations with Defendant NBCUniversal relating to Plaintiffs’ wages
13 and job functions.

14 Nothing in this Order shall prevent either Party from separately seeking further
15 protection from the Court for any other information that the Party believes requires
16 “Attorneys’ Eyes Only” protection.

17 2.4 Counsel (without qualifier): Outside Counsel of Record and House
18 Counsel (as well as their support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or
20 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
21 or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY”.

22 2.6 Disclosure or Discovery Material: all items or information, regardless of
23 the medium or manner in which it is generated, stored, or maintained (including, among
24 other things, testimony, transcripts, and tangible things), that are produced or generated
25 in disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
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1 expert witness or as a consultant in this action.

2 2.8 House Counsel: attorneys who are employees of a party to this action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 2.9 Non-Party: any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

7 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
8 this action but are retained to represent or advise a party to this action and have appeared
9 in this action on behalf of that party or are affiliated with a law firm which has appeared
10 on behalf of that party.

11 2.11 Party: any party to this action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this action.

16 2.13 Professional Vendors: persons or entities that provide litigation support
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
19 their employees and subcontractors.

20 2.14 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES
22 ONLY”.

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material. However, the protections conferred by
7 this Stipulation and Order do not cover the following information: (a) any information
8 that is in the public domain at the time of disclosure to a Receiving Party or becomes
9 part of the public domain after its disclosure to a Receiving Party as a result of
10 publication not involving a violation of this Order, including becoming part of the
11 public record through trial or otherwise; and (b) any information known to the
12 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
13 disclosure from a source who obtained the information lawfully and under no obligation
14 of confidentiality to the Designating Party. Any use of Protected Material at trial shall
15 be governed by a separate agreement or order.

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17 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations
19 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
20 in writing or a court order otherwise directs. Final disposition shall be deemed to be
21 the later of (1) dismissal of all claims and defenses in this action, with or without
22 prejudice; and (2) final judgment herein after the completion and exhaustion of all
23 appeals, rehearings, remands, trials, or reviews of this action, including the time limits
24 for filing any motions or applications for extension of time pursuant to applicable law.

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27 5. DESIGNATING PROTECTED MATERIAL

1 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

9 Mass, indiscriminate, or routinized designations are prohibited.

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 mistaken designation.

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

17 Designation in conformity with this Order requires:

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

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

10 (b) for testimony given in deposition or in other pretrial or trial proceedings,
11 that the Designating Party identify on the record, before the close of the deposition,
12 hearing, or other proceeding, all protected testimony.

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

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

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time. Unless a prompt challenge to a Designating
27 Party’s confidentiality designation is necessary to avoid foreseeable, substantial
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1 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
2 litigation, a Party does not waive its right to challenge a confidentiality designation by
3 electing not to mount a challenge promptly after the original designation is disclosed.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
5 resolution process by providing written notice of each designation it is challenging and
6 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
7 has been made, the written notice must recite that the challenge to confidentiality is
8 being made in accordance with this specific paragraph of the Protective Order. The
9 parties shall attempt to resolve each challenge in good faith and must begin the process
10 by conferring directly (in voice to voice dialogue; other forms of communication are
11 not sufficient) within 14 days of the date of service of notice. In conferring, the
12 Challenging Party must explain the basis for its belief that the confidentiality
13 designation was not proper and must give the Designating Party an opportunity to
14 review the designated material, to reconsider the circumstances, and, if no change in
15 designation is offered, to explain the basis for the chosen designation. A Challenging
16 Party may proceed to the next stage of the challenge process only if it has engaged in
17 this meet and confer process first or establishes that the Designating Party is unwilling
18 to participate in the meet and confer process in a timely manner.

19 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
20 court intervention, the Designating Party shall file and serve a motion to retain
21 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-
22 5, if applicable) within 30 days of the initial notice of challenge or within 14 days of the
23 parties agreeing that the meet and confer process will not resolve their dispute,
24 whichever is later. Each such motion must be accompanied by a competent declaration
25 affirming that the movant has complied with the meet and confer requirements imposed
26 in the preceding paragraph. Failure by the Designating Party to make such a motion
27 including the required declaration within 30 days (or 14 days, if applicable) shall
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1 automatically waive the confidentiality designation for each challenged designation. In
2 addition, the Challenging Party may file a motion challenging a confidentiality
3 designation at any time if there is good cause for doing so, including a challenge to the
4 designation of a deposition transcript or any portions thereof. Any motion brought
5 pursuant to this provision must be accompanied by a competent declaration affirming
6 that the movant has complied with the meet and confer requirements imposed by the
7 preceding paragraph.

8 The burden of persuasion in any such challenge proceeding shall be on the
9 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
10 to harass or impose unnecessary expenses and burdens on other parties) may expose the
11 Challenging Party to sanctions. Unless the Designating Party has waived the
12 confidentiality designation by failing to file a motion to retain confidentiality as
13 described above, all parties shall continue to afford the material in question the level of
14 protection to which it is entitled under the Producing Party's designation until the court
15 rules on the challenge.

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17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

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

3 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to
5 disclose the information for this litigation and who, prior to receiving documents
6 designated as “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES
7 ONLY,” have signed the “Acknowledgment and Agreement to Be Bound” that is
8 attached hereto as Exhibit A;

9 (b) the officers, directors, and employees (including House Counsel) of the
10 Receiving Party to whom disclosure is reasonably necessary for this litigation and who,
11 prior to receiving documents designated as “CONFIDENTIAL” or
12 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (c) Experts (as defined in this Order) of the Receiving Party to whom
15 disclosure is reasonably necessary for this litigation and who, prior to receiving
16 documents designated as “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’
17 EYES ONLY,” have signed the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff, professional jury or trial consultants, mock
21 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
22 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
23 (Exhibit A);

24 (f) during their depositions, witnesses in the action to whom disclosure is
25 reasonably necessary and who, prior to receiving documents designated as
26 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” have
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
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1 otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
2 deposition testimony or exhibits to depositions that reveal Protected Material must be
3 separately bound by the court reporter and may not be disclosed to anyone except as
4 permitted under this Stipulated Protective Order.

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 7.3 Disclosure of “CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
8 Information or Items. Unless otherwise ordered by the court or permitted in writing
9 by the Designating Party, a Receiving Party may disclose any information or item
10 designated “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only to persons
11 listed in Paragraphs 7.2(a), 7.2(c), 7.2(d), 7.2(e) and 7.2(g), except that the bargaining
12 notes identified in Paragraph 2.3(b), above, may only be disclosed to the Receiving
13 Party’s in-house litigation team (consisting of Shannon Alexander, Bridget Hauler
14 and Marysa Lin), as well as the persons listed in Paragraphs 7.2(a), 7.2(d), 7.2(e). The
15 Parties agree that said bargaining notes produced pursuant to this Protective Order
16 shall not be disclosed to any other attorneys or staff employed by NBCUniversal,
17 including but not limited to labor relations personnel involved in collective bargaining
18 negotiations with NABET-CWA or attorneys representing NBCUniversal in the
19 separate administrative proceeding currently pending before the National Labor
20 Relations Board entitled NBCUniversal Media, LLC, Case No. 31-CA-244572.
21 Provided, however, that nothing in this Protective Order shall prejudice or limit
22 whatever independent rights NBCU or NABET-CWA may have in the NLRB
23 proceeding, and NBCU and NABET-CWA preserve all rights with respect to that
24 proceeding as appropriate.

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

1 If a Party is served with a subpoena or a court order issued in other litigation,
2 including administrative proceedings, that compels disclosure of any information or
3 items designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL—
4 ATTORNEYS’ EYES ONLY,” that Party must:

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

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

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

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

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

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

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

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

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

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

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

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24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

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20 12. MISCELLANEOUS

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

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

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1 12.3 Filing Protected Material. Without written permission from the
 2 Designating Party or a court order secured after appropriate notice to all interested
 3 persons, a Party may not file in the public record in this action any Protected Material.
 4 A Party that seeks to file under seal any Protected Material must comply with Civil
 5 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
 6 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
 7 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
 8 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
 9 entitled to protection under the law. If a Receiving Party's request to file Protected
 10 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the
 11 Receiving Party may file the information in the public record pursuant to Civil Local
 12 Rule 79-5(e) unless otherwise instructed by the court; provided, however, that if the
 13 bargaining notes identified in Paragraph 2.3(b) are filed publicly, Defendant shall
 14 instruct any personnel not authorized to view the notes under the terms of this Protective
 15 Order not to review or download them from the public docket.

16
 17 **13. FINAL DISPOSITION**

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

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

10 Dated: October 12, 2020

Respectfully submitted,

11
12 **LEVY PHILLIPS, APC**

13 By: /s/ Daniel R. Barth
14 Ralph M. Phillips, Esq.
15 Daniel R. Barth, Esq.
16 Attorneys for Plaintiffs Mark A. Lyons,
17 Cynthia E. Parker and Marlon E. Ollivierre

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19 **KELLEY•SEMMELE, LLP**

Amy Semmel, Attorneys for Plaintiffs Mark A.
Lyons, Cynthia E. Parker and Marlon E. Ollivierre

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23 **MITCHELL, SILBERBERG & KNUPP LLP**

24 By: /s/ Jonathan M. Turner
25 Jonathan M. Turner, Esq.
26 Irina Constantin, Esq.
27 Attorneys for Defendant
28 NBCUNIVERSAL MEDIA, LLC

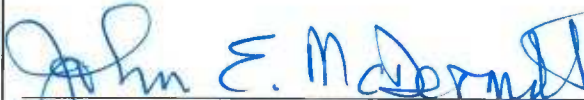
1 **FILER'S ATTESTATION**

2 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Daniel R. Barth, attest under penalty
3 of perjury that all signatories listed, and on whose behalf this filing is submitted, concur
4 in the filing's content and have authorized the filing.

5
6 Dated: October 12, 2020

/s/ Daniel R. Barth

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8 IT IS SO ORDERED.

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10 _____
11 The Honorable John E. McDermott
12 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [date] in the
case of *Mark Lyons, et al. v. NBCUniversal Media, LLC*, Case Number 2:19-cv-03830-
MWF-JEM (the “Action”). I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____