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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

18 SANDLER PARTNERS, LLC, a  
19 California Limited Liability  
20 Company,

21 Plaintiff,

22 v.

23 MASERGY  
24 COMMUNICATIONS, INC.;;  
25 and DOES 1 through  
26 30,inclusive,

27 Defendants.  
28

Case No.: 2:19-cv-06841-JFW-MAA

**~~PROPOSED~~ ORDER ON  
JOINT STIPULATED  
PROTECTIVE ORDER**

Courtroom: 7A  
Judge: Hon. John F. Walter

1 **I. PURPOSES AND LIMITATIONS**

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

17 **II. GOOD CAUSE STATEMENT**

18 This action is likely to involve trade secrets, customer and pricing  
19 lists and other valuable research, development, commercial, financial,  
20 technical, and/or proprietary information regarding the Parties' business  
21 operations, contracts, and agreements with customers and other parties for  
22 which special protection from public disclosure and from use for any  
23 purpose other than prosecution of this action is warranted. Such  
24 confidential and proprietary materials and information consist of, among  
25 other things, confidential business or financial information, information  
26 regarding confidential business practices, or other confidential research,  
27 development, or commercial information (including information  
28 implicating privacy rights of third parties), information otherwise

1 generally unavailable to the public, or which may be privileged or otherwise  
2 protected from disclosure under state or federal statutes, court rules, case  
3 decisions, or common law. Accordingly, to expedite the flow of  
4 information, to facilitate the prompt resolution of disputes over  
5 confidentiality of discovery materials, to adequately protect information  
6 the parties are entitled to keep confidential, to ensure that the parties are  
7 permitted reasonable necessary uses of such material in preparation for  
8 and in the conduct of trial, to address their handling at the end of the  
9 litigation, and to serve the ends of justice, a protective order for such  
10 information is justified in this matter. It is the intent of the parties that  
11 information will not be designated as confidential for tactical reasons and  
12 that nothing be so designated without a good faith belief that it has been  
13 maintained in a confidential, non-public manner, and there is good cause  
14 why it should not be part of the public record of this case.

15 **III. DEFINITIONS**

16 A. Action: The instant action: *Sandler Partners, LLC v. Masergy*  
17 *Communications, Inc.*, Case No. 2:19-cv-06841-JFW-MAA.

18 B. Challenging Party: A Party or Non-Party that challenges the  
19 designation of information or items under this Order.

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

24 D. Counsel: Outside Counsel of Record and House Counsel (as  
25 well as their support staff).

26 E. Designating Party: A Party or Non-Party that designates  
27 information or items that it produces in disclosures or in responses to  
28 discovery as “CONFIDENTIAL.”

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

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

9 H. House Counsel: Attorneys who are employees of a party to this  
10 Action. House Counsel does not include Outside Counsel of Record or any  
11 other outside counsel.

12 I. Non-Party: Any natural person, partnership, corporation,  
13 association, or other legal entity not named as a Party to this action.

14 J. Outside Counsel of Record: Attorneys who are not employees  
15 of a party to this Action but are retained to represent or advise a party to  
16 this Action and have appeared in this Action on behalf of that party or are  
17 affiliated with a law firm which has appeared on behalf of that party,  
18 including support staff.

19 K. Party: Any party to this Action, including all of its officers,  
20 directors, employees, consultants, retained experts, and Outside Counsel  
21 of Record (and their support staffs).

22 L. Producing Party: A Party or Non-Party that produces  
23 Disclosure or Discovery Material in this Action.

24 M. Professional Vendors: Persons or entities that provide  
25 litigation support services (e.g., photocopying, videotaping, translating,  
26 preparing exhibits or demonstrations, and organizing, storing, or  
27 retrieving data in any form or medium) and their employees and  
28 subcontractors.

1 N. Protected Material: Any Disclosure or Discovery Material that  
2 is designated as “CONFIDENTIAL.”

3 O. Receiving Party: A Party that receives Disclosure or Discovery  
4 Material from a Producing Party.

5 **IV. SCOPE**

6 A. The protections conferred by this Joint Stipulation and Order  
7 cover not only Protected Material (as defined above), but also (1) any  
8 information copied or extracted from Protected Material; (2) all copies,  
9 excerpts, summaries, or compilations of Protected Material; and (3) any  
10 testimony, conversations, or presentations by Parties or their Counsel that  
11 might reveal Protected Material.

12 B. Any use of Protected Material at trial shall be governed by the  
13 orders of the trial judge. This Order does not govern the use of Protected  
14 Material at trial.

15 **V. DURATION**

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

25 **VI. DESIGNATING PROTECTED MATERIAL**

26 A. Exercise of Restraint and Care in Designating Material for  
27 Protection

28 1. Each Party or Non-Party that designates information or

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

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

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

17           B. Manner and Timing of Designations

18           1. Except as otherwise provided in this Order, or as  
19 otherwise stipulated or ordered, Disclosure or Discovery Material that  
20 qualifies for protection under this Order must be clearly so designated  
21 before the material is disclosed or produced.

22           2. Designation in conformity with this Order requires the  
23 following:

24           a. For information in documentary form (e.g., paper  
25 or electronic documents, but excluding transcripts of depositions or other  
26 pretrial or trial proceedings), that the Producing Party affix at a minimum,  
27 the legend "CONFIDENTIAL" or HIGHLY CONFIDENTIAL (hereinafter  
28 "CONFIDENTIAL legend" or "HIGHLY CONFIDENTIAL legend"), to each

1 page that contains protected material. If only a portion or portions of the  
2 material on a page qualifies for protection, the Producing Party also must  
3 clearly identify the protected portion(s) (e.g., by making appropriate  
4 markings in the margins).

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

19 c. For testimony given in depositions, that the  
20 Designating Party identify the Disclosure or Discovery Material on the  
21 record, before the close of the deposition all protected testimony.

22 d. For information produced in some form other than  
23 documentary and for any other tangible items, that the Producing Party  
24 affix in a prominent place on the exterior of the container or containers in  
25 which the information is stored the legend “CONFIDENTIAL” or “HIGHLY  
26 CONFIDENTIAL.” If only a portion or portions of the information  
27 warrants protection, the Producing Party, to the extent practicable, shall  
28 identify the protected portion(s).

1 C. Inadvertent Failure to Designate

2 1. If timely corrected, an inadvertent failure to designate qualified  
3 information or items does not, standing alone, waive the Designating  
4 Party’s right to secure protection under this Order for such material. Upon  
5 timely correction of a designation, the Receiving Party must make  
6 reasonable efforts to assure that the material is treated in accordance with  
7 the provisions of this Order.

8 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 A. Timing of Challenges

10 Any party or Non-Party may challenge a designation of  
11 confidentiality at any time that is consistent with the Court’s Scheduling  
12 Order.

13 B. Meet and Confer

14 The Challenging Party shall initiate the dispute resolution process which  
15 shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge  
16 Audero’s Procedures (“Mandatory Telephonic Conference for Discovery  
17 Disputes”).

18 C. Burden

19 The burden of persuasion in any such challenge proceeding shall be  
20 on the Designating Party. Frivolous challenges, and those made for an  
21 improper purpose (e.g., to harass or impose unnecessary expenses and  
22 burdens on other parties) may expose the Challenging Party to sanctions.  
23 Unless the Designating Party has waived or withdrawn the confidentiality  
24 designation, all parties shall continue to afford the material in question the  
25 level of protection to which it is entitled under the Producing Party’s  
26 designation until the Court rules on the challenge.

1 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 A. Basic Principles

3 1. A Receiving Party may use Protected Material that is  
4 disclosed or produced by another Party or by a Non-Party in connection  
5 with this Action only for prosecuting, defending, or attempting to settle this  
6 Action. Such Protected Material may be disclosed only to the categories of  
7 persons and under the conditions described in this Order. When the Action  
8 has been terminated, a Receiving Party must comply with the provisions of  
9 Section XIV below.

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

13 B. Disclosure of “CONFIDENTIAL” Information or Items

14 1. Unless otherwise ordered by the Court or permitted in  
15 writing by the Designating Party, a Receiving Party may disclose any  
16 information or item designated “CONFIDENTIAL” only to:

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

20 b. The officers, directors, and employees (including  
21 House Counsel) of the Receiving Party to whom disclosure is reasonably  
22 necessary for this Action;

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

27 d. The Court and its personnel;

28 e. Outside court reporters and their staff, Professional

1 jury or trial consultants, mock jurors, and Professional Vendors to whom  
2 disclosure is reasonably necessary or this Action and who have signed the  
3 “Acknowledgment and Agreement to be Bound” attached as Exhibit A  
4 hereto;

5 f. The author or recipient of a document containing  
6 the information or a custodian or other person who otherwise possessed or  
7 knew the information;

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

19 h. Any mediator or settlement officer, and their  
20 supporting personnel, mutually agreed upon by any of the parties engaged  
21 in settlement discussions.

22 2. Information designated as HIGHLY CONFIDENTIAL  
23 (“Highly Confidential Information”) shall be used by the party receiving  
24 such information solely for the purpose of this litigation and may be  
25 disclosed only to the following persons:

26 a. The Receiving Party’s Outside Counsel of Record  
27 in this Action, as well as employees of said Outside Counsel of Record to  
28 whom it is reasonably necessary to disclose the information for this

1 Action;

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

5 c. The Court and its personnel;

6 d. Outside court reporters and their staff; Professional  
7 Vendors to whom disclosure is reasonably necessary or this Action and who  
8 have signed the “Acknowledgment and Agreement to be Bound” attached  
9 as Exhibit A hereto;

10 e. The author or recipient of a document containing the  
11 information or a custodian or other person who otherwise possessed or  
12 knew the information;

13 f. During their depositions, witnesses, and attorneys for  
14 witnesses, in the Action to whom disclosure is reasonably necessary, with  
15 the consent of Designating Party and further provided: (i) the deposing  
16 party requests that the witness sign the “Acknowledgment and Agreement  
17 to Be Bound;” and (ii) they will not be permitted to keep any confidential  
18 information unless they sign the “Acknowledgment and Agreement to Be  
19 Bound,” unless otherwise agreed by the Designating Party or ordered by  
20 the Court. Persons who are not authorized to view Highly Confidential  
21 Information shall not be permitted to review such information at the  
22 deposition and may be excluded from the deposition proceedings during  
23 testimony concerning the Highly Confidential Information. Pages of  
24 transcribed deposition testimony or exhibits to depositions that reveal  
25 Protected Material may be separately bound by the court reporter and may  
26 not be disclosed to anyone except as permitted under this Stipulated  
27 Protective Order; and

28 g. Any mediator or settlement officer, and their supporting

1 personnel, mutually agreed upon by any of the parties engaged in  
2 settlement discussions.

3 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
4 **PRODUCED IN OTHER LITIGATION**

5 A. If a Party is served with a subpoena or a court order issued in  
6 other litigation that compels disclosure of any information or items  
7 designated in this Action as “CONFIDENTIAL” or “HIGHLY  
8 CONFIDENTIAL,” that Party must:

9 1. Promptly notify in writing the Designating Party. Such  
10 notification shall include a copy of the subpoena or court order;

11 2. Promptly notify in writing the party who caused the  
12 subpoena or order to issue in the other litigation that some or all of the  
13 material covered by the subpoena or order is subject to this Protective  
14 Order. Such notification shall include a copy of this Stipulated Protective  
15 Order; and

16 3. Cooperate with respect to all reasonable procedures  
17 sought to be pursued by the Designating Party whose Protected Material  
18 may be affected.

19 B. If the Designating Party timely seeks a protective order, the  
20 Party served with the subpoena or court order shall not produce any  
21 information designated in this action as “CONFIDENTIAL” or “HIGHLY  
22 CONFIDENTIAL” before a determination by the Court from which the  
23 subpoena or order issued, unless the Party has obtained the Designating  
24 Party’s permission. The Designating Party shall bear the burden and  
25 expense of seeking protection in that court of its confidential material and  
26 nothing in these provisions should be construed as authorizing or  
27 encouraging a Receiving Party in this Action to disobey a lawful directive  
28 from another court.

1 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
2 **PRODUCED IN THIS LITIGATION**

3 A. The terms of this Order are applicable to information produced  
4 by a Non-Party in this Action and designated as “CONFIDENTIAL” or  
5 “HIGHLY CONFIDENTIAL.” Such information produced by Non-Parties  
6 in connection with this litigation is protected by the remedies and relief  
7 provided by this Order. Nothing in these provisions should be construed  
8 as prohibiting a Non-Party from seeking additional protections.

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

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

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

21 3. Make the information requested available for inspection  
22 by the Non-Party, if requested.

23 C. If the Non-Party fails to seek a protective order from this court  
24 within 14 days of receiving the notice and accompanying information, the  
25 Receiving Party may produce the Non-Party’s confidential information  
26 responsive to the discovery request. If the Non-Party timely seeks a  
27 protective order, the Receiving Party shall not produce any information in  
28 its possession or control that is subject to the confidentiality agreement

1 with the Non-Party before a determination by the court. Absent a court  
2 order to the contrary, the Non-Party shall bear the burden and expense of  
3 seeking protection in this court of its Protected Material.

4 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
5 **MATERIAL**

6 A. If a Receiving Party learns that, by inadvertence or otherwise,  
7 it has disclosed Protected Material to any person or in any circumstance  
8 not authorized under this Stipulated Protective Order, the Receiving Party  
9 must immediately (1) notify in writing the Designating Party of the  
10 unauthorized disclosures, (2) use its best efforts to retrieve all  
11 unauthorized copies of the Protected Material, (3) inform the person or  
12 persons to whom unauthorized disclosures were made of all the terms of  
13 this Order, and (4) request such person or persons to execute the  
14 “Acknowledgment and Agreement to be Bound” that is attached hereto as  
15 Exhibit A.

16 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
17 **OTHERWISE PROTECTED MATERIAL**

18 A. When a Producing Party gives notice to Receiving Parties that  
19 certain inadvertently produced material is subject to a claim of privilege or  
20 other protection, the obligations of the Receiving Parties are those set forth  
21 in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not  
22 intended to modify whatever procedure may be established in an e-  
23 discovery order that provides for production without prior privilege review.  
24 Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties  
25 reach an agreement on the effect of disclosure of a communication or  
26 information covered by the attorney-client privilege or work product  
27 protection, the parties may incorporate their agreement in the Stipulated  
28 Protective Order submitted to the Court.

1 **XIII. MISCELLANEOUS**

2 A. Right to Further Relief

3 1. Nothing in this Order abridges the right of any person to  
4 seek its modification by the Court in the future.

5 B. Right to Assert Other Objections

6 1. By stipulating to the entry of this Protective Order, no  
7 Party waives any right it otherwise would have to object to disclosing or  
8 producing any information or item on any ground not addressed in this  
9 Joint Stipulated Protective Order. Similarly, no Party waives any right to  
10 object on any ground to use in evidence of any of the material covered by  
11 this Protective Order.

12 C. Filing Protected Material

13 1. A Party that seeks to file under seal any Protected  
14 Material must comply with Civil Local Rule 79-5. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of  
16 the specific Protected Material at issue. If a Party's request to file Protected  
17 Material under seal is denied by the Court, then the Receiving Party may  
18 file the information in the public record unless otherwise instructed by the  
19 Court.

20 **XIV. FINAL DISPOSITION**

21 A. After the final disposition of this Action, as defined in Section  
22 V, and within sixty (60) days of a written request by the Designating Party,  
23 each Receiving Party must return all Protected Material to the Producing  
24 Party or destroy such material. As used in this subdivision, "all Protected  
25 Material" includes all copies, abstracts, compilations, summaries, and any  
26 other format reproducing or capturing any of the Protected Material.  
27 Whether the Protected Material is returned or destroyed, the Receiving  
28 Party must submit a written certification to the Producing Party (and, if not

1 the same person or entity, to the Designating Party) by the 60 day deadline  
2 that (1) identifies (by category, where appropriate) all the Protected  
3 Material that was returned or destroyed and (2) affirms that the Receiving  
4 Party has not retained any copies, abstracts, compilations, summaries or  
5 any other format reproducing or capturing any of the Protected Material.  
6 Notwithstanding this provision, Counsel are entitled to retain an archival  
7 copy of all pleadings, motion papers, trial, deposition, and hearing  
8 transcripts, legal memoranda, correspondence, deposition and trial  
9 exhibits, expert reports, attorney work product, and consultant and expert  
10 work product, even if such materials contain Protected Material. Any such  
11 archival copies that contain or constitute Protected Material remain  
12 subject to this Protective Order as set forth in Section V.

13 **XV. VIOLATION**

14 Any violation of this Order may entitle any Party to secure any relief  
15 as the Court deems just and appropriate.

16 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

17  
18 DATED: December 7, 2021

**GOMEZ LAW GROUP**

By:

/s/ Alvin M. Gomez

21  
22 **ALVIN M. GOMEZ, Esq.**  
23 Attorneys for Plaintiff  
24 Sandler Partners LLC

25 [Additional Signatures Follow.]  
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DATED: December 7, 2021

**HAYNES AND BOONE, LLP**

By:

/s/ David Clark

\_\_\_\_\_  
**DAVID B. CLARK, Esq.**  
Attorneys for Defendant  
Masergy Communications, Inc.

**Local Rule 5-4.3.4(a)(2) Attestation**

I hereby attest that the other signatories listed, on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

DATED: December 8, 2021

**GOMEZ LAW GROUP**

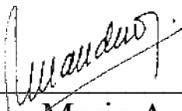
By:

/s/ Alvin M. Gomez

\_\_\_\_\_  
**ALVIN M. GOMEZ, Esq.**  
Attorneys for Plaintiff  
Sandler Partners LLC

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: January 10, 2022

  
\_\_\_\_\_  
Hon. Maria A. Audero  
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  
Joint Stipulated Protective Order that was issue by the United States  
District Court for the Central District of California on  
\_\_\_\_\_ [DATE] in the case of *Sandler Partners, LLC v.*  
*Masergy Communications, Inc.*, Case No. 2:19-cv-06841-JFW-MAA. I  
agree to comply with and to be bound by all the terms of this Joint  
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 Joint 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 Joint 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

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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: \_\_\_\_\_