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

SETH SHAPIRO,

Plaintiff,

vs.

AT&T MOBILITY, LLC, *et al.*,

Defendants.

Case No. 2:19-cv-08972-CBM (RAOx)

**STIPULATION AND ~~PROPOSED~~  
PROTECTIVE ORDER**

1. 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 pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

2. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other

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

17 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

18 The parties further acknowledge, as set forth in Section 14.3, below, that this  
19 Stipulated Protective Order does not entitle them to file confidential information  
20 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
21 and the standards that will be applied when a party seeks permission from the court  
22 to file material under seal. There is a strong presumption that the public has a right  
23 of access to judicial proceedings and records in civil cases. In connection with non-  
24 dispositive motions, good cause must be shown to support a filing under seal. *See*  
25 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),  
26 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*  
27 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
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1 stipulated protective orders require good cause showing), and a specific showing of  
2 good cause or compelling reasons with proper evidentiary support and legal  
3 justification, must be made with respect to Protected Material that a party seeks to  
4 file under seal. The parties' mere designation of Disclosure or Discovery Material  
5 as CONFIDENTIAL or HIGHLY CONFIDENTIAL/ATTORNEYS EYES ONLY  
6 does not— without the submission of competent evidence by declaration,  
7 establishing that the material sought to be filed under seal qualifies as confidential,  
8 privileged, or otherwise protectable—constitute good cause.

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

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

#### 24 4. DEFINITIONS

25 4.1 Action: this pending federal lawsuit.

26 4.2 Challenging Party: a Party or Non-Party that challenges the designation  
27 of information or items under this Order.  
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1           4.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
2 it is generated, stored or maintained) or tangible things that qualify for protection  
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
4 Cause Statement.

5           4.3.1 “HIGHLY CONFIDENTIAL/ATTORNEY EYES ONLY” Information  
6 or Items: information (regardless of how it is generated, stored or maintained) or  
7 tangible things that qualify for additional protection because of their particularly  
8 sensitive nature, and which qualify for protection under Federal Rule of Civil  
9 Procedure 26(c), and as specified above in the Good Cause Statement.

10          4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
11 support staff).

12          4.5 Designating Party: a Party or Non-Party that designates information or  
13 items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL/ATTORNEY EYES ONLY.”

15          4.6 Disclosure or Discovery Material: all items or information, regardless of  
16 the medium or manner in which it is generated, stored, or maintained (including,  
17 among other things, testimony, transcripts, and tangible things), that are produced or  
18 generated in disclosures or responses to discovery.

19          4.7 Expert: a person with specialized knowledge or experience in a matter  
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
21 an expert witness or as a consultant in this Action.

22          4.8 House Counsel: attorneys who are employees of a party to this Action.  
23 House Counsel does not include Outside Counsel of Record or any other outside  
24 counsel.

25          4.9 Non-Party: any natural person, partnership, corporation, association or  
26 other legal entity not named as a Party to this action.

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1 4.10 Outside Counsel of Record: attorneys who are not employees of a party  
2 to this Action but are retained to represent a party to this Action and have appeared  
3 in this Action on behalf of that party or are affiliated with a law firm that has  
4 appeared on behalf of that party, and includes support staff.

5 4.11 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8 4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10 4.13 Professional Vendors: persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14 4.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL/ATTORNEYS  
16 EYES ONLY.”

17 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

19 5. SCOPE

20 The protections conferred by this Stipulation and Order cover not only  
21 Protected Material (as defined above), but also (1) any information copied or  
22 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
23 compilations of Protected Material; and (3) any testimony, conversations, or  
24 presentations by Parties or their Counsel that might reveal Protected Material. Any  
25 use of Protected Material at trial shall be governed by the orders of the trial judge  
26 and other applicable authorities. This Order does not govern the use of Protected  
27 Material at trial.  
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1           6.     DURATION

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

12           7.     DESIGNATING PROTECTED MATERIAL

13           7.1    Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

4 7.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material  
6 that qualifies for protection under this Order must be clearly so designated before  
7 the material is disclosed or produced. Designation in conformity with this Order  
8 requires:

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

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

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

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

12 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party’s right to secure protection under this Order for such material.  
15 Upon timely correction of a designation, the Receiving Party must make reasonable  
16 efforts to assure that the material is treated in accordance with the provisions of this  
17 Order.

18 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s  
21 Scheduling Order.

22 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37-1 et seq.

24 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
25 joint stipulation pursuant to Local Rule 37-2.

26 8.4 The burden of persuasion in any such challenge proceeding shall be on the  
27 Designating Party. Frivolous challenges, and those made for an improper purpose  
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1 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
2 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
3 or withdrawn the confidentiality designation, all parties shall continue to afford the  
4 material in question the level of protection to which it is entitled under the Producing  
5 Party’s designation until the Court rules on the challenge.

6 9. ACCESS TO AND USE OF PROTECTED MATERIAL

7 9.1 Basic Principles. A Receiving Party may use Protected Material that is  
8 disclosed or produced by another Party or by a Non-Party in connection with this  
9 Action only for prosecuting, defending or attempting to settle this Action. Such  
10 Protected Material may be disclosed only to the categories of persons and under the  
11 conditions described in this Order. When the Action has been terminated, a  
12 Receiving Party must comply with the provisions of section 15 below (FINAL  
13 DISPOSITION).

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

17 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated  
20 “CONFIDENTIAL” only to:

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

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

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

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

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

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

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

20 (i) in preparation for their depositions, witnesses and attorneys for witnesses  
21 in the Action to whom disclosure is reasonably necessary and who sign the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

23 (j) any mediators or settlement officers and their supporting personnel,  
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25 9.3 Disclosure of “HIGHLY CONFIDENTIAL/ATTORNEYS EYES  
26 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
27 writing by the Designating Party, a Receiving Party may disclose any information  
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1 or item designated “HIGHLY CONFIDENTIAL/ATTORNEYS EYES ONLY”  
2 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 Action;

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

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

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) 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 (g) 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 A 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 except  
23 as permitted under this Stipulated Protective Order;

24 (h) in preparation for their depositions, witnesses and attorneys for witnesses  
25 in the Action to whom disclosure is reasonably necessary and who sign the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and  
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1 (i) any mediators or settlement officers and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 Absent agreement in writing by the Designating Party or as ordered by the  
4 court, HIGHLY CONFIDENTIAL/ATTORNEYS EYES ONLY information may  
5 not be disclosed to any persons in subparagraphs (c), (g) or (h) above if they have  
6 within the 12 months prior to disclosure worked for (as an employee or  
7 consultant/contractor) Verizon, T-Mobile, Sprint, America Movil, Telefonica,  
8 Liberty/VTR, Millicom/Une, Telecom Italia/Tim, Cox, Cablevision/Altice, or  
9 Centurylink, whom Defendant AT&T has, solely for purposes of this Action,  
10 represented are competitors of Defendant AT&T, which list is subject to Plaintiff's  
11 right to object or challenge such limitation at any time. The disclosure of HIGHLY  
12 CONFIDENTIAL/ATTORNEYS EYES ONLY information to persons in  
13 subparagraph (b), (g), and (h) may occur only in the presence of Outside Counsel  
14 of Record, whether in person or remotely via video conference or otherwise, and  
15 such persons shall not be permitted to retain a copy of documents containing such  
16 HIGHLY CONFIDENTIAL/ATTORNEYS EYES ONLY information.

17 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
18 PRODUCED IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation  
20 that compels disclosure of any information or items designated in this Action as  
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL/ATTORNEYS EYES  
22 ONLY" that Party must:

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

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

3 (c) cooperate with respect to all reasonable procedures sought to be pursued  
4 by the Designating Party whose Protected Material may be affected. If the  
5 Designating Party timely seeks a protective order, the Party served with the  
6 subpoena or court order shall not produce any information designated in this action  
7 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL/ATTORNEYS EYES  
8 ONLY” before a determination by the court from which the subpoena or order  
9 issued, unless the Party has obtained the Designating Party’s permission. The  
10 Designating Party shall bear the burden and expense of seeking protection in that  
11 court of its confidential material and nothing in these provisions should be construed  
12 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
13 directive from another court.

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

16 (a) The terms of this Order are applicable to information produced by a Non-  
17 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
18 CONFIDENTIAL/ATTORNEYS EYES ONLY.” Such information produced by  
19 Non-Parties in connection with this litigation is protected by the remedies and relief  
20 provided by this Order. Nothing in these provisions should be construed as  
21 prohibiting a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to  
23 produce a Non-Party’s confidential information in its possession, and the Party is  
24 subject to an agreement with the Non-Party not to produce the Non-Party’s  
25 confidential information, then the Party shall:  
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1 (1) promptly notify in writing the Requesting Party and the Non- Party that  
2 some or all of the information requested is subject to a confidentiality agreement  
3 with a Non-Party;

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

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

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

17 12. UNAUTHORIZED DISCLOSURE OF PROTECTED  
18 MATERIAL

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

1           13. INADVERTENT PRODUCTION OF PRIVILEGED OR  
2                                   OTHERWISE 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 protection,  
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
7 may be established in an e-discovery order that provides for production without prior  
8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
9 parties reach an agreement on the effect of disclosure of a communication or  
10 information covered by the attorney-client privilege or work product protection, the  
11 parties may incorporate their agreement in the stipulated protective order submitted  
12 to the court.

13           14. MISCELLANEOUS

14           14.1 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           14.2 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 this  
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.

21           14.3 Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
23 only be filed under seal pursuant to a court order authorizing the sealing of the  
24 specific Protected Material. If a Party's request to file Protected Material under seal  
25 is denied by the court, then the Receiving Party may file the information in the public  
26 record unless otherwise instructed by the court.

1           15.    FINAL DISPOSITION

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

20           16.    VIOLATION

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

23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

24  
25 Dated: March 20, 2024

By: /s/ James A. Ulwick

James A. Ulwick

**DICELLO LEVITT GUTZLER, LLP**

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*Counsel for the Plaintiff*

Dated: March 20, 2024

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*Counsel for Defendant Sequential  
Technology International, LLC,*

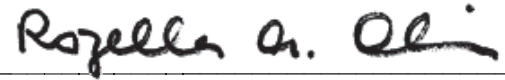
Dated: March 20, 2024

By: /s/ Robert S. Kahn  
Robert S. Kahn  
**COLLINS + COLLINS LLP**  
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Pasadena, CA 91101  
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rstellwagen@ccllp.law  
rkahn@ccllp.law

*Counsel for Third-Party Defendant  
CoWorx Staffing Services, LLC*

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 03/21/2024



Rozella A. Oliver  
United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of  
5 perjury that I have read in its entirety and understand the Stipulated Protective Order  
6 that was issued by the United States District Court for the Central District of  
7 California on \_\_\_\_\_, 2024 in the case of *Shapiro v. AT&T Mobility, LLC*, Case  
8 No. 2:19-CV-08972-CBM (RAOx). I agree to comply with and to be bound by all  
9 the terms of this Stipulated Protective Order and I understand and acknowledge that  
10 failure to so comply could expose me to sanctions and punishment in the nature of  
11 contempt. I solemnly promise that I will not disclose in any manner any information  
12 or item that is subject to this Stipulated Protective Order to any person or entity  
13 except in strict compliance with the provisions of this Order.

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

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

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

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

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

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