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10 Attorneys for Defendant,  
 CBS BROADCASTING INC.

**\*NOTE CHANGES MADE BY THE COURT\***

11  
 12 **UNITED STATES DISTRICT COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**  
 14

15 BEN PIAZZA; JOEL BINGER; KEVIN  
 BELLOTTI; JIMMY VELARDE; WAYNE  
 16 GETCHELL; NANCY PERRY; EDWARD  
 NELSON; RON NUGENT; DAVE GOLBA;  
 17 PETER MALLARD; FREDERICK SMITH;  
 JULIAN SALAS; ROBERTO BOSIO;  
 18 RICHARD LABGOLD; DENISE STONES;  
 LESLIE NOURSE; LINDA RUSS;  
 19 JERILYNNE AKUTAGAWA; BARBRA  
 CIMO; SHARON O'DANIEL; JODY  
 20 LAWRENCE-MILLER; VICKI  
 KAUFMAN; TRACY LAWRENCE;  
 21 KENNETH LATKA; and MARC BERUTI,

Case No. 2:20-cv-02920-DSF (ASx)

**PROTECTIVE ORDER**

22 Plaintiffs,

23 vs.

24 CBS BROADCASTING, INC.;  
 TELEVISION CITY STUDIOS, LLC;  
 25 TELEVISION CITY SERVICES, LLC;  
 TELEVISION CITY PRODUCTIONS, LLC;  
 26 MICHAEL HACKMAN & ASSOCIATES;  
 HACKMAN CAPITAL PARTNERS, LCC;  
 27 and DOES 1 through 10, inclusive,

28 Defendants.

1     1.     A. PURPOSES AND LIMITATIONS

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

15             B. GOOD CAUSE STATEMENT

16             This action is likely to involve trade secrets, sensitive and non-public financial  
17 information, sensitive employee information affecting individuals' privacy rights,  
18 personnel records, and other valuable research, development, commercial, technical,  
19 and/or proprietary information for which special protection from public disclosure  
20 and from use for any purpose other than prosecution of this action is warranted.  
21 Such confidential and proprietary materials and information consist of, among other  
22 things, confidential business or financial information regarding confidential personal  
23 affairs, business practices, transactions, or other confidential research, development,  
24 or commercial information (including information implicating privacy rights of third  
25 parties), information otherwise generally unavailable to the public, or which may be  
26 privileged or otherwise protected from disclosure under state or federal statutes,  
27 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
28 information, to facilitate the prompt resolution of disputes over confidentiality of

1 discovery materials, to adequately protect information the parties are entitled to keep  
2 confidential, to ensure that the parties are permitted reasonable necessary uses of  
3 such material in preparation for and in the conduct of trial, to address their handling at  
4 the end of the litigation, and serve the ends of justice, a protective order for such  
5 information is justified in this matter. It is the intent of the parties that information  
6 will not be designated as confidential for tactical reasons and that nothing be so  
7 designated without a good faith belief that it has been maintained in a confidential,  
8 non-public manner, and there is good cause why it should not be part of the public  
9 record of this case.

10 2. DEFINITIONS

11 2.1 Action: this pending federal lawsuit.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for protection  
16 under Federal Rule of Civil Procedure 26(c), as specified above in the Good Cause  
17 Statement.

18 2.4 “ATTORNEY EYES ONLY”: information, regardless of the form in  
19 which such information is disclosed, that any disclosing party, including non-parties  
20 to this Action, in good faith, believes to contain (a) current or past (to the extent they  
21 reflect on current) personal affairs, methods, procedures, and processes relating to  
22 their respective business practices and/or proprietary technology; (b) personal  
23 information relating to or concerning Plaintiffs, current and/or former employees of  
24 CBS Broadcasting Inc., (“CBS”) that is of a generally understood personal and  
25 confidential nature, including without limitation, individuals’ names, addresses, email  
26 addresses, telephone numbers, government issued identifiers, financial and payment  
27 and related identifiers, and health or medical information; (c) trade secrets; (d) other  
28 “CONFIDENTIAL” Information (as defined in Paragraph 4.3, above) the disclosure

1 of which is likely to cause competitive or commercial injury to the disclosing party;  
2 (e) financial, technological, operational, sales, marketing, pricing and/or other  
3 proprietary information relating to CBS' business that is not publicly available or  
4 known and that would be of benefit to a competitor of CBS; and (f) such other  
5 information, documents and/or data within CBS' possession, custody or control as to  
6 which CBS may have a legal obligation to protect its confidentiality.

7       2.5 Counsel: Outside Counsel of Record, and In-House Counsel (as well as  
8 their support staff).

9       2.6 Designating Party: a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 "CONFIDENTIAL."

12       2.7 Disclosure or Discovery Material: all items or information, regardless of  
13 the medium or manner in which it is generated, stored, or maintained (including,  
14 among other things, testimony, transcripts, and tangible things), that are produced or  
15 generated in disclosures or responses to discovery in this matter.

16       2.8 Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
18 an expert witness or as a consultant in this Action.

19       2.9 In-House Counsel: attorneys who are employees of a party to this  
20 Action. In-House Counsel does not include Outside Counsel of Record or any  
21 other outside counsel.

22       2.10 Non-Party: any natural person, partnership, corporation, association or  
23 other legal entity not named as a Party to this action.

24       2.11 Outside Counsel of Record: attorneys who are not employees of a  
25 party to this Action but are retained to represent or advise a party to this Action and  
26 have appeared in this Action on behalf of that party or are affiliated with a law firm  
27 that has appeared on behalf of that party, and includes support staff.

28

1           2.12 Party: any party to this Action, or any parent company of a party to  
2 this Action, including all of their officers, directors, employees, consultants,  
3 retained experts, and Outside Counsel of Record (and their support staffs).

4           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6           2.14 Professional Vendors: persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
9 and their employees and subcontractors.

10          2.15 Protected Material: any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” in this matter.

12          2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
13 from a Producing Party.

14 3.    SCOPE

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

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

22 4.    DURATION

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

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

20 5.2 Manner and Timing of Designations. Except as otherwise provided in  
21 this Order or as otherwise stipulated or ordered, Disclosure or Discovery Material  
22 that qualifies for protection under this Order must be clearly so designated before  
23 the material is disclosed or produced.

24 Designation in conformity with this Order requires:

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

1 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” (hereinafter  
2 “CONFIDENTIAL legend”), to each page that contains protected material.

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed “CONFIDENTIAL” or “ATTORNEYS EYES ONLY.” After the inspecting  
8 Party has identified the documents it wants copied and produced, the Producing Party  
9 must determine which documents qualify for protection under this Order. Then,  
10 before producing the specified documents, the Producing Party must affix the legend  
11 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” to each page that contains  
12 Protected Material.

13 (b) for testimony given in depositions that the Designating Party  
14 identifies the Disclosure or Discovery Material on the record, before the close of the  
15 deposition, or within thirty (30) days after receiving a final transcript of the  
16 deposition, all protected testimony.

17 (c) for information produced in some form other than documentary  
18 and for any other tangible items, that the Producing Party affix in a prominent place  
19 on the exterior of the container or containers in which the information is stored the  
20 legend “CONFIDENTIAL” or “ATTORNEYS EYES ONLY.”

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

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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court’s  
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the informal  
6 dispute resolution process set forth in the Court’s Procedures and Schedules. *See*  
7 <http://www.cacd.uscourts.gov/honorable-alka-sagar>

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

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under the  
21 conditions described in this Order. When the Action has been terminated, a Receiving  
22 Party must comply with the provisions of section 13 below (FINAL  
23 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  
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
2 only to:

3 (a) any Party in this Action;

4 (b) the Receiving Party’s Outside Counsel of Record in this Action, as  
5 well as employees of said Outside Counsel of Record to whom it is reasonably  
6 necessary to disclose the information for this Action;

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

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

12 (e) the court and its personnel;

13 (f) court reporters and their staff;

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

17 (h) the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information;

19 (i) during their depositions, witnesses, and attorneys for witnesses, in the  
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
21 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
22 not be permitted to keep any confidential information unless they sign the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
24 agreed to by the Designating Party or ordered by the court. Pages of transcribed  
25 deposition testimony or exhibits to depositions that reveal Protected Material may  
26 be separately bound by the court reporter and may not be disclosed to anyone except as  
27 permitted under this Stipulated Protective Order; and  
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1 (j) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 7.3 Disclosure of “ATTORNEYS EYES ONLY” Information or Items.

4 Unless otherwise ordered by the court or permitted in writing by the Designating  
5 Party, a Receiving Party may disclose any information or item designated  
6 “ATTORNEYS EYES ONLY” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
8 well as employees of said Outside Counsel of Record to whom it is reasonably  
9 necessary to disclose the information for this Action, and the Receiving Party’s in-  
10 house counsel;

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

14 (c) the court and its personnel;

15 (d) court reporters and their staff;

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

19 (f) the author or recipient of a document containing the information or  
20 a custodian or other person who otherwise possessed or knew the information;

21 (g) during their depositions, witnesses, and attorneys for witnesses, in  
22 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
23 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they  
24 will not be permitted to keep any confidential information unless they sign the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
26 by the Designating Party or ordered by the court. Pages of transcribed deposition  
27 testimony or exhibits to depositions that reveal Protected Material may be separately  
28

1 bound by the court reporter and may not be disclosed to anyone except as permitted  
2 under this Stipulated Protective Order; and

3 (h) any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
6 OTHER LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation  
8 that compels disclosure of any information or items designated in this Action as  
9 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” that Party must:

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

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

16 (c) cooperate with respect to all reasonable procedures sought to  
17 be pursued by the Designating Party whose Protected Material may be affected. If the  
18 Designating Party timely seeks a protective order, the Party served with the subpoena  
19 or court order shall not produce any information designated in this action as  
20 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” before a determination by the  
21 court from which the subpoena or order issued, unless the Party has obtained the  
22 Designating Party’s permission. The Designating Party shall bear the burden and  
23 expense of seeking protection in that court of its confidential material and nothing in  
24 these provisions should be construed as authorizing or encouraging a Receiving Party  
25 in this Action to disobey a lawful directive from another court.

26  
27 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
28

1                    IN THIS LITIGATION

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

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

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

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

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

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

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
11 PROTECTED MATERIAL

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

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
27 person to seek its modification by the Court in the future.  
28

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order, no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           12.3 Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Local Civil Rule 79-5 and the Court's  
8 Standing Order. Protected Material may only be filed under seal pursuant to a court  
9 order authorizing the sealing of the specific Protected Material at issue. If a Party's  
10 request to file Protected Material under seal is denied by the court, then the  
11 Receiving Party may file the information in the public record unless otherwise  
12 instructed by the court.

13   13.   FINAL DISPOSITION

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

1 archival copies that contain or constitute Protected Material remain subject to this  
2 Protective Order as set forth in Section 4 (DURATION).

3 14. Any violation of this Order may be punished by any and all appropriate measures  
4 including, without limitation, contempt proceedings and/or monetary sanctions.  
5

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

7 DATED: 9/8/2020

8  
9 /s/ Wayne S. Kreger  
Attorneys for Plaintiff

10 DATED: 9/8/2020

11  
12 /s/ Lara A. Grines  
13 Attorneys for Defendant

14 Pursuant to L.R. 5-4.3.4(a) 2(i), I, Lara A. Grines, attest that all other signatories listed  
15 above, and on whose behalf the filing is submitted, concur in the filing's content and  
16 have authorized the filing.  
17

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

19 DATED: September 9, 2020

20  
21 / s / Sagar  
22 Honorable Alka Sagar  
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 *Piazza et al. v. CBS Broadcasting Inc.*, Case No. 2:20-cv-02920-DSF(ASx). 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 enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

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

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

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

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