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13 [*Additional Counsel Listed on Signature Page*]

14 **UNITED STATES DISTRICT COURT**
 15 **CENTRAL DISTRICT OF CALIFORNIA**

17 CLARENCE CARTER, MEL COMES,
 18 DUANE THOMAS, and MARKEITH
 19 MITCHELL, on behalf of themselves
 and all similarly situated,

20 Plaintiffs,

21 v.

22 HARBOR FREIGHT TOOLS USA,
 23 INC., a California corporation,

24 Defendant.

Case No. 2:20-cv-05451-DMG-KKx

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

[*The Honorable Dolly M. Gee*]

SAC Filed: October 20, 2021

CLASS ACTION

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

10 **II. GOOD CAUSE STATEMENT**

11 This action is likely to involve trade secrets and other valuable research,
12 development, commercial, financial, technical and/or proprietary information for which
13 special protection from public disclosure and from use for any purpose other than
14 prosecution of this action is warranted. Such confidential and proprietary materials and
15 information consist of, among other things, confidential business or financial
16 information, information regarding confidential business practices, or other confidential
17 research, development, or commercial information (including information implicating
18 privacy rights of third parties), information otherwise generally unavailable to the
19 public, or which may be privileged or otherwise protected from disclosure under state
20 or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite
21 the flow of information, to facilitate the prompt resolution of disputes over
22 confidentiality of discovery materials, to adequately protect information the parties are
23 entitled to keep confidential, to ensure that the parties are permitted reasonable
24 necessary uses of such material in preparation for and in the conduct of trial, to address
25 their handling at the end of the litigation, and serve the ends of justice, a protective order
26 for such information is justified in this matter. It is the intent of the parties that
27 information will not be designated as confidential for tactical reasons and that nothing
28 be so designated without a good faith belief that it has been maintained in a confidential,

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

3 **III. DEFINITIONS**

4 A. Action: *Comes, et al. v. Harbor Freight Tools USA, Inc.*, Case No. 2:20-cv-
5 05451-DMG-KK.

6 B. Challenging Party: a Party or Non-Party that challenges the designation of
7 information or items under this Order.

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

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

14 E. Designating Party: a Party or Non-Party that designates information or items that
15 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
16 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

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

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

24 H. “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Information or
25 Items: extremely sensitive CONFIDENTIAL Information or Items, including
26 sensitive financial information, disclosure of which to another Party or Non-Party
27 would create a substantial risk of harm.

28 I. House Counsel: attorneys who are employees of a party to this Action. House

1 Counsel does not include Outside Counsel of Record or any other outside
2 counsel.

3 J. Non-Party: any natural person, partnership, corporation, association, or other
4 legal entity not named as a Party to this action.

5 K. Outside Counsel of Record: attorneys who are not employees of a party to this
6 Action but are retained to represent or advise a party to this Action and have
7 appeared in this Action on behalf of that party or are affiliated with a law firm
8 which has appeared on behalf of that party (and their support staffs).

9 L. Party: any party to this Action, including all of its officers, directors, employees,
10 consultants, and Outside Counsel of Record (and their support staffs).

11 M. Producing Party: a Party or Non-Party that produces Disclosure or Discovery
12 Material in this Action.

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

17 O. Protected Material: any Disclosure or Discovery Material that is designated as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
19 ONLY.”

20 P. Receiving Party: a Party that receives Disclosure or Discovery Material from a
21 Producing Party.

22 **IV. SCOPE**

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

28 Any use of Protected Material at trial shall be governed by the orders of the trial

1 judge. This Order does not govern the use of Protected Material at trial.

2 **V. DURATION**

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

10 **VI. DESIGNATING PROTECTED MATERIAL**

11 **A. Exercise of Restraint and Care in Designating Material for Protection**

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

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

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

27 **B. Manner and Timing of Designations**

28 Except as otherwise provided in this Order, or as otherwise stipulated or ordered,

1 Disclosure or Discovery Material that qualifies for protection under this Order must be
2 clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires the following:

4 (a) For information in documentary form (e.g., paper or electronic documents,
5 but excluding transcripts of depositions or other pretrial or trial proceedings),
6 that the Producing Party affix at a minimum, the legend “CONFIDENTIAL”
7 or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” to each
8 page that contains protected material. If only a portion or portions of the
9 material on a page qualifies for protection, the Producing Party also must
10 clearly identify the protected portion(s) (e.g., by making appropriate markings
11 in the margins).

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

27 (c) For testimony given in deposition or in other pretrial or trial proceedings,
28 that the Designating Party identify on the record, before the close of the

1 deposition, hearing, or other proceeding, all protected testimony and specify
2 the level of protection being asserted. When it is impractical to identify
3 separately each portion of testimony that is entitled to protection and it
4 appears that substantial portions of the testimony may qualify for protection,
5 the Designating Party may invoke on the record (before the deposition,
6 hearing, or other proceeding is concluded) a right to have up to 21 days to
7 identify the specific portions of the testimony as to which protection is
8 sought and to specify the level of protection being asserted. Only those
9 portions of the testimony that are appropriately designated for protection
10 within the 21 days shall be covered by the provisions of this Stipulated
11 Protective Order. The use of a document as an exhibit at a deposition shall
12 not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
13 CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

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

21 C. Inadvertent Failure to Designate

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

27 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

28 A. Timing of Challenges

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

3 B. Meet and Confer

4 The Challenging Party shall initiate the dispute resolution process under Local
5 Rule 37-1 et seq.

6 C. Burden and Sanctions

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

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

15 A. Basic Principles

16 A Receiving Party (or any other person or entity to whom Protected Material is
17 disclosed under the terms of this Protective Order) 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 XIV below.

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

26 B. Disclosure of “CONFIDENTIAL” Information or Items

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

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

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

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

12 (d) the Court and its personnel;

13 (e) court reporters and their staff;

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

17 (g) 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 (h) during their depositions, witnesses, and attorneys for witnesses, in the
20 Action to whom disclosure is reasonably necessary provided: (i) the deposing party
21 requests that the witness sign the “Acknowledgment and Agreement to Be Bound;”
22 and (ii) they will not be permitted to keep any confidential information unless they
23 sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by
24 the Designating Party or ordered by the Court. Pages of transcribed deposition
25 testimony or exhibits to depositions that reveal Protected Material may be separately
26 bound by the court reporter and may not be disclosed to anyone except as permitted
27 under this Stipulated Protective Order; and
28

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

3 C. Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
4 ONLY” Information or Items

5 Unless otherwise ordered by the Court or permitted in writing by the
6 Designating Party, a Receiving Party may disclose any information or item designated
7 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only to:

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

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

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

21 (g) during their depositions, witnesses, and attorneys for witnesses, in the
22 Action to whom disclosure is reasonably necessary provided: (i) the deposing party
23 requests that the witness sign the “Acknowledgment and Agreement to Be Bound;”
24 and (ii) they will not be permitted to keep any confidential information unless they
25 sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by
26 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, mutually
4 agreed upon by any of the parties engaged in settlement discussions.

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

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

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

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

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

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

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

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

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

- 13 (a) promptly notify in writing the Requesting Party and the Non-Party that some
14 or all of the information requested is subject to a confidentiality agreement
15 with a Non-Party;
- 16 (b) promptly provide the Non-Party with a copy of the Stipulated Protective
17 Order in this Action, the relevant discovery request(s), and a reasonably
18 specific description of the information requested; and
- 19 (c) make the information requested available for inspection by the Non-Party, if
20 requested.

21 If the Non-Party fails to seek a protective order from this court within 14 days
22 of receiving the notice and accompanying information, the Receiving Party or Expert
23 may produce the Non-Party’s confidential information responsive to the discovery
24 request. If the Non-Party timely seeks a protective order, the Receiving Party or
25 Expert 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 **XI. 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 (1) notify in
5 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (4) request such person or persons to execute the “Acknowledgment and
9 Agreement to be Bound” that is attached hereto as Exhibit A.

10 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
11 **OTHERWISE 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
21 to the Court.

22 **XIII. MISCELLANEOUS**

23 A. Right to Further Relief

24 Nothing in this Order abridges the right of any person to seek its modification
25 by the Court in the future.

26 B. Right to Assert Other Objections

27 By stipulating to the entry of this Protective Order, no Party waives any right it
28 otherwise would have to object to disclosing or producing any information or item on

1 any ground not addressed in this Stipulated Protective Order. Similarly, no Party
2 waives any right to object on any ground to use in evidence of any of the material
3 covered by this Protective Order.

4 C. Filing Protected Material

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

11 **XIV. FINAL DISPOSITION**

12 After the final disposition of this Action, as defined in Section V, within sixty
13 (60) days of a written request by the Designating Party, each Receiving Party must
14 return all Protected Material to the Producing Party or destroy such material, including
15 without limitation any Protected Material that the Receiving Party has provided to its
16 Experts. 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 V.

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

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

7 Dated: July 27, 2022

DAVIS & NORRIS, LLP

8 By: /s/ Dargan Ware

9 ROBERT SALGADO

DARGAN WARE

10 Attorneys for Plaintiffs Clarence Carter, Mel
11 Comes, and Markeith Mitchell

12 Dated: July 27, 2022

SCHWABA LAW FIRM

14 By: /s/ Andrew J. Schwaba

15 ANDREW J. SCHWABA

Attorneys for Plaintiff Duane Thomas

17 Dated: July 27, 2022

KING & SPALDING LLP

19 By: /s/ John C. Mitchell

LIVIA M. KISER

MICHAEL B. SHORTNACY

JOHN C. MITCHELL

Attorneys for Defendant

HARBOR FREIGHT TOOLS USA, INC.

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

25 Dated: July 29, 2022



26 HONORABLE KENLY KIYA KATO

27 United States Magistrate Judge

1 **EXHIBIT A**
2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____
4 _____ [print or type full address], declare under penalty of perjury that I have read in
5 its entirety and understand the Stipulated Protective Order that was issued by the United
6 States District Court for the Central District of California on [DATE] in the case of *Comes,*
7 *et al. v. Harbor Freight Tools USA, Inc.*, Case No. 2:20-cv-05451-DMG-KK. I agree to
8 comply with and to be bound by all the terms of this Stipulated Protective Order and I
9 understand and acknowledge that failure to so comply could expose me to sanctions and
10 punishment in the nature of contempt. I solemnly promise that I will not disclose in any
11 manner any information or item that is subject to this Stipulated Protective Order to any
12 person or entity except in strict compliance with the provisions of this Order.
13

14
15 I further agree to submit to the jurisdiction of the United States District Court for the
16 Central District of California for the purpose of enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of this
18 action. I hereby appoint _____ [print or type full name] of _____
19 _____ [print or type full address and telephone number] as my
20 California agent for service of process in connection with this action or any proceedings
21 related to enforcement of this Stipulated Protective Order.
22

23
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed Name: _____

27 Signature: _____
28

1 **FILER'S ATTESTATION**

2 In accordance with Local Rule 5-4.3.4(a)(2)(i), the undersigned attests that all
3 other signatories listed, and on whose behalf the filing is submitted, concur in the filing's
4 content and have authorized the filing of this Stipulation.

5
6 Dated: July 27, 2022

KING & SPALDING LLP

7 By: /s/ John C. Mitchell
8 *John C. Mitchell*

Attorney for HARBOR FREIGHT TOOLS USA, INC.

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