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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Case No. 2:20-CV-10662-JAK (AFMx)

ARCH SPECIALTY INSURANCE
COMPANY, a Missouri corporation,

Plaintiff,

v.

HYUNDAI ROTEM USA
CORPORATION, a Pennsylvania
corporation; HYUNDAI ROTEM
COMPANY, a South Korean
corporation; SOUTHERN
CALIFORNIA REGIONAL RAIL
AUTHORITY dba METROLINK, a
California joint powers authority,

Defendants.

DISCOVERY MATTER

**[PROPOSED] PROTECTIVE
ORDER**

AND RELATED CROSS-ACTIONS

The Court has reviewed the Stipulation and [Proposed] Protective Order (“Stipulation”) submitted jointly by Plaintiff and Counter-Defendant Arch Specialty Insurance Company, Defendants and Counter Claimants Hyundai Rotem Usa Corporation and Hyundai Rotem Company, and Defendant Southern California Regional Rail Authority (individually, each a “Party” and collectively, the “Parties”) and, for good cause, the Court approves the Stipulation and enters the following Protective Order:

1 **PROTECTIVE ORDER**

2 **1. PURPOSES, LIMITATIONS, AND GOOD CAUSE**

3 **A. Purposes and Limitations**

4 Disclosure and discovery activity in this action, and mediation and settlement
5 activity in this action, are likely to involve production and exchange of confidential,
6 proprietary, or private information for which special protection from public
7 disclosure and from use for any purpose other than prosecuting or settling this
8 litigation may be warranted. Accordingly, ARCH SPECIALTY INSURANCE
9 COMPANY (“Arch”), HYUNDAI ROTEM USA CORPORATION and HYUNDAI
10 ROTEM COMPANY (“Hyundai”), and SOUTHERN CALIFORNIA REGIONAL
11 RAIL AUTHORITY dba METROLINK (“Metrolink”) (hereinafter collectively
12 “Parties” or individually, “Party”) hereby stipulate to and petition the Court to enter
13 the following Stipulated Protective Order.

14 The Parties acknowledge that this Order does not confer blanket protections
15 on all disclosures or responses to discovery and that the protection it affords from
16 public disclosure and use extends only to the limited information or items that are
17 entitled to confidential treatment under the applicable legal principles.

18 **B. Good Cause Statement**

19 This action is likely to involve non-public commercial, financial, and/or
20 proprietary information for which special protection from public disclosure and
21 from use for any purpose other than prosecution or settlement of this action is
22 warranted. Such confidential and proprietary materials and information consist of,
23 among other things: nonpublic and/or proprietary information regarding the
24 technical aspects of railcars manufactured by Hyundai and owned by Metrolink;
25 nonpublic and/or proprietary underwriting, placement, and claims files and related
26 information of Arch, Hyundai and insurance brokers of Hyundai pertaining to the
27 placement of insurance coverage and the handling of claims; other information that
28 is confidential to the Parties; nonpublic and/or proprietary financial information; and

1 nonpublic and/or proprietary operational reports and similar business information.

2 The Parties operate in a competitive environment with respect to their
3 respective businesses, and the Parties have information and materials that contain
4 confidential or proprietary information. If disclosed to third parties, that
5 information could place the Parties at a competitive disadvantage.

6 Accordingly, to expedite the flow of information, to facilitate the prompt and
7 efficient resolution of disputes over confidentiality of discovery materials, to
8 adequately protect information the Parties are entitled to keep confidential, to ensure
9 that the Parties are permitted reasonable necessary uses of such material in
10 preparation for mediation and trial, to address their handling at the end of the
11 litigation, and serve the ends of justice, a protective order for such information is
12 justified in this matter.

13 It is the intent of the Parties that information will not be designated as
14 confidential for tactical reasons and that nothing will be so designated without a
15 good faith belief that it has been maintained in a confidential, non-public manner,
16 and there is good cause why it should not be part of the public record of this case or
17 otherwise publicly disclosed.

18 **C. Acknowledgement Of Procedure For Filing Under Seal**

19 The Parties further acknowledge as set forth in Section 12.3, below, that this
20 Stipulated Protective Order does not entitle them to file confidential information
21 under seal; Local Civil Rule 79.5 sets forth the procedures that must be followed
22 and the standards that will be applied when a party seeks permission from the court
23 to file material under seal.

24 **2. DEFINITIONS**

25 2.1 Action: this pending lawsuit, captioned as *Arch Specialty Ins. Co. v.*
26 *Hyundai Rotem USA Corp., et al., and related cross-actions*, C.D. Cal. Case No.
27 2:20-CV-10662-JAK-AFMx.

28 2.2 Challenging Party: a Party or Non-Party that challenges the designation of

1 information or items under this Order.

2 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
3 it is generated, stored, or maintained) or tangible things that qualify for protection
4 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
5 Cause Statement.

6 2.4 Counsel: Outside Counsel of Record and House Counsel, as well as their
7 support staff.

8 2.5 Designating Party: a Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL”.

11 2.6 Disclosure or Discovery Material: all items or information, regardless of
12 the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced or
14 generated in disclosures or in responses to discovery in this matter, including
15 materials disclosed in connection with mediation.

16 2.7 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 2.8 House Counsel: attorneys who are employees of a Party to this action or a
20 Non-Party. House Counsel does not include Outside Counsel of Record or any other
21 outside counsel.

22 2.9 Non-Party: any natural person, partnership, corporation, association, or
23 other legal entity not named as a Party to this action, including all of their officers,
24 directors, and employees, as well as the Non-Party’s agents, consultants, retained
25 and non-retained experts, and attorneys who are not employees of the Non-Party but
26 represent or advise a Non-Party or are affiliated with a law firm that represents or
27 advises a Non-Party, presently or formerly.

28 2.10 Outside Counsel of Record: attorneys who are not employees of a Party

1 to this action but are retained to represent or advise a Party to this action and have
2 appeared in this action on behalf of that Party or are affiliated with a law firm which
3 has appeared on behalf of that Party.

4 2.11 Party: any Party to this action (as defined above), including all of its
5 officers, directors, employees, agents, consultants, retained experts, and Outside
6 Counsel of Record (and their support staffs).

7 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
8 Discovery Material in this action.

9 2.13 Professional Vendors: persons or entities that provide litigation support
10 services (e.g., photocopying, videotaping, translating, preparing exhibits or
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)
12 and their employees and subcontractors.

13 2.14 Protected Material: any Disclosure or Discovery Material that is
14 designated as “CONFIDENTIAL,” including Confidential Health Information.

15 2.15 Receiving Party: a Party or Non-Party that receives Disclosure or
16 Discovery Material from a Producing Party.

17 **3. SCOPE**

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

23 Any use of Protected Material at trial shall be governed by a separate
24 agreement or order of the trial judge. This Order does not govern the use of
25 Protected Material at trial.

26 **4. DURATION**

27 Even after final disposition of this litigation, the confidentiality obligations
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be
2 deemed to be the later of: (1) dismissal of all claims, counterclaims, cross-claims,
3 and defenses in this action, with or without prejudice; and (2) final judgment herein
4 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
5 reviews of this action, including the time limits for filing any motions or
6 applications for extension of time pursuant to applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

19 5.2 Manner and Timing of Designations. Except as otherwise provided in this
20 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
22 under this Order must be clearly so designated before the material is disclosed or
23 produced.

24 Designation in conformity with this Order requires:

- 25 (a) For information in documentary form (e.g., paper or electronic documents,
26 but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix the legend
28 "CONFIDENTIAL" to each page that contains protected material. For

1 documents produced electronically in native format, the Producing Party
2 may designate the documents by including “CONFIDENTIAL” in the file
3 name, marking the media on which the documents are produced as
4 “CONFIDENTIAL,” or through other reasonable means identifying the
5 documents as “CONFIDENTIAL.”

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

18 (b) For testimony given in deposition or in other pretrial or trial proceedings,
19 that the Designating Party either (i) identify on the record, before the
20 close of the deposition, hearing, or other proceeding, all protected
21 testimony, or (ii) within 20 days of receiving the transcript, identify the
22 specific portions of the testimony as to which protection is sought. Only
23 those portions of the testimony that are appropriately designated for
24 protection within the 20 days shall be covered by the provisions of this
25 Stipulated Protective Order. Transcript pages containing Protected
26 Material must be separately bound by the court reporter, who must affix
27 to the top of each such page the legend “CONFIDENTIAL” as instructed
28 by the Designating Party.

1 (c) For information produced in some form other than documentary and for
2 any other tangible items, that the Producing Party affix in a prominent
3 place on the exterior of the container or containers in which the
4 information or item is stored the legend “CONFIDENTIAL.” If only a
5 portion or portions of the information or item warrant protection, the
6 Producing Party, to the extent practicable, shall identify the protected
7 portion(s).

8 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate
9 qualified information or items does not waive the Designating Party’s right to secure
10 protection under this Order for such material. Upon correction of a designation, the
11 Receiving Party must make reasonable efforts to assure that the material is treated in
12 accordance with the provisions of this Order.

13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
15 designation of confidentiality at any time. Unless a prompt challenge to a
16 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
17 substantial unfairness, unnecessary economic burdens, or a significant disruption or
18 delay of the litigation, a Party does not waive its right to challenge a confidentiality
19 designation by electing not to mount a challenge promptly after the original
20 designation is disclosed.

21 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
22 Designating Party’s confidentiality designation must do so in good faith and must
23 begin the process by conferring with counsel for the Designating Party. In
24 conferring, the Challenging Party must explain the basis for its belief that the
25 confidentiality designation was not proper and must give the Designating Party an
26 opportunity to review the designated material, to reconsider the circumstances, and,
27 if no change in designation is offered, to explain the basis for the chosen
28 designation. A Challenging Party may proceed to the next stage of the challenge

1 process only if it has engaged in this meet-and-confer process first.

2 6.3 Court Intervention. A Party that elects to press a challenge to a
3 confidentiality designation after considering the justification offered by the
4 Designating Party may file and serve a joint stipulation in compliance with Local
5 Rule 37-2 that identifies the challenged material and sets forth in detail the basis for
6 the challenge. Each joint stipulation must be accompanied by a competent
7 declaration that affirms that the movant has complied with the meet-and confer
8 requirements imposed in the preceding paragraph and that sets forth with specificity
9 the justification for the confidentiality designation that was given by the Designating
10 Party in the meet-and-confer dialogue. The Parties agree that a confidentiality
11 designation shall not create a presumption in favor of such confidentiality
12 designation. Designating Party shall bear the burden of establishing that the
13 designation is justified. Until the Court rules on the challenge, all Parties shall
14 continue to afford the material in question the level of protection to which it is
15 entitled under the Producing Party's designation. Frivolous challenges and those
16 made for an improper purpose (e.g., to harass or impose unnecessary expenses and
17 burdens on other Parties) may expose the challenging Party to monetary or
18 evidentiary sanctions.

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

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this
22 action only for prosecuting, defending, mediating, or attempting to settle this action.
23 Such Protected Material may be disclosed only to the categories of persons and
24 under the conditions described in this Order. When the action has been terminated, a
25 Receiving Party must comply with the provisions of Section 13 below (FINAL
26 DISPOSITION). Protected Material must be stored and maintained by a Receiving
27 Party at a location and in a secure manner that is reasonably calculated to ensure that
28 access is limited to the persons authorized under this Order.

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

- 4 (a) the Receiving Party’s Outside Counsel of Record in this action and their
5 support staff, as well as any other employees of said Outside Counsel of
6 Record to whom it is reasonably necessary to disclose the information for
7 this action, including mediation or settlement thereof;
- 8 (b) the current and former officers, directors, employees, attorneys and agents
9 (including House Counsel) of the Receiving Party to whom disclosure is
10 reasonably necessary for this litigation, or in connection with mediation or
11 discussions that involve possible settlement of this Action, and who have
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action, or in connection with
15 mediation or discussions that involve possible settlement of this Action,
16 and who have signed the “Acknowledgment and Agreement to Be Bound”
17 (Exhibit A);
- 18 (d) the court and its personnel;
- 19 (e) court reporters and their staff, professional jury or trial consultants, and
20 Professional Vendors to whom disclosure is reasonably necessary for this
21 Action;
- 22 (f) mock jurors who have signed the “Acknowledgment and Agreement to Be
23 Bound” (Exhibit A);
- 24 (g) during their depositions, witnesses, and any attorneys for witnesses, in the
25 Action to whom disclosure is reasonably necessary and who have signed
26 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
27 otherwise agreed by the Designating Party or ordered by the court. Pages
28 of transcribed deposition testimony or exhibits to depositions that reveal

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

4 (h) the author or recipient of a document (including electronic documents)
5 containing the information or a custodian or other person who otherwise
6 possessed or knew the information; and

7 (i) the current and former insurers of the Receiving Party to whom disclosure
8 is reasonably necessary for this Action, or in connection with mediation or
9 discussions that involve possible settlement of this Action, and who have
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

11
12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
13 **IN OTHER LITIGATION**

14 If a Party or Receiving Party who have signed the “Acknowledgment and
15 Agreement to Be Bound” (Exhibit A) is served with a subpoena or a court order
16 issued in other matters, litigation or actions that compels disclosure of any
17 information or items designated in this action as “CONFIDENTIAL,” that Party or
18 Receiving Party who have signed the “Acknowledgment and Agreement to Be
19 Bound” (Exhibit A) must:

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

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

26 (c) cooperate with respect to all reasonable procedures sought to be pursued
27 by the Designating Party whose Protected Material may be affected. If the
28 Designating Party timely seeks a protective order, the Party or Receiving Party who

1 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A)
2 served with the subpoena or court order shall not produce any information
3 designated in this Action as “CONFIDENTIAL” before a determination by the court
4 from which the subpoena or order issued, unless the Party or Receiving Party who
5 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) has
6 obtained the Designating Party’s permission. The Designating Party shall bear the
7 burden and expense of seeking protection in that court of its confidential material
8 and nothing in these provisions should be construed as authorizing or encouraging a
9 Receiving Party or Receiving Party who have signed the “Acknowledgment and
10 Agreement to Be Bound” (Exhibit A) to disobey a lawful directive from another
11 court.

12 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 (a) The terms of this Order are applicable to information produced by a Non-
15 Party in this action and designated as “CONFIDENTIAL.” Such information
16 produced by Non-Parties in connection with this litigation is protected by the
17 remedies and relief provided by this Order. Nothing in these provisions should be
18 construed as prohibiting a Non-Party from seeking additional protections from the
19 Court.

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

24 (1) promptly notify in writing the requesting Party and the Non-Party that
25 some or all of the information requested is subject to a confidentiality
26 agreement with a Non-Party;

27 (2) promptly provide the Non-Party with a copy of the Stipulated
28 Protective Order in this litigation, the relevant discovery request(s), and

1 a reasonably specific description of the information requested; and
2 (3) make the information requested available for inspection by the Non-
3 Party.

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

13 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

22 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 23 **PROTECTED MATERIAL**

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other protection,
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
27 Procedure 26(b)(5)(B).

28 This provision is not intended to modify whatever procedure may be

1 established in an e-discovery order that provides for production without prior
2 privilege review.

3 Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the Parties
4 reach an agreement on the effect of disclosure of a communication or information
5 covered by the attorney-client privilege or work product protection, the Parties may
6 incorporate their agreement in the stipulated protective order submitted to the court.

7 **12. MISCELLANEOUS**

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person, including the Parties, to seek its modification by the court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material. Without written permission from the
16 Designating Party or a court order secured after appropriate notice to all interested
17 persons, a Party may not file in the public record in this action any Protected
18 Material. A Party that seeks to file under seal any Protected Material must comply
19 with Civil Local Rule 79-5. Protected Material may only be filed under seal
20 pursuant to a court order authorizing the sealing of the specific Protected Material at
21 issue. If a Receiving Party's request to file Protected Material under seal pursuant to
22 Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the
23 information in the public record unless otherwise instructed by the court.

24 **13. FINAL DISPOSITION**

25 Within 60 days after the final disposition of this Action, as defined in Section
26 4, each Receiving Party must return all Protected Material to the Producing Party or
27 destroy such material. As used in this subdivision, "all Protected Material" includes
28 all copies, abstracts, compilations, summaries, and any other format reproducing or

1 capturing any of the Protected Material. Whether the Protected Material is returned
2 or destroyed, the Receiving Party must submit a written certification to the
3 Producing Party (and, if not the same person or entity, to the Designating Party) by
4 the 60 day deadline that (1) identifies (by category, where appropriate) all the
5 Protected Material that was returned or destroyed and (2) affirms that the Receiving
6 Party has not retained any copies, abstracts, compilations, summaries or any other
7 format reproducing or capturing any of the Protected Material.

8 Notwithstanding this provision, Counsel are entitled to retain an archival copy
9 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
10 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
11 work product, and consultant and expert work product, even if such materials
12 contain Protected Material. Any such archival copies that contain or constitute
13 Protected Material remain subject to this Protective Order as set forth in Section 4.

14 **IT IS SO ORDERED**

15
16 Dated: January 18, 2023



19 Hon. Alexander F. MacKinnon
20 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print full name]**, of

[print full address], employed
by _____

[print name and address of employer], 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 in the case of *Arch Specialty Ins. Co. v. Hyundai Rotem USA Corp., et al., and related cross-claims*, C.D. Cal. Case No. 2:20-CV-10662-JAK-AFMx.

I sign this the Acknowledgment and Agreement To Be Bound on behalf of myself and on behalf of my employer named above.

I and my employer agree to comply with and to be bound by all of the terms of this Stipulated Protective Order and understand and acknowledge that failure to so comply could expose myself and my employer to monetary sanctions and punishment in the nature of contempt. I and my employer solemnly promise that we 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 and my employer further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

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

Date: _____
City and State where sworn and signed: _____
Printed name: _____
Title or Position at Employer: _____
Signature: _____