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 8 L.A. T-SHIRT & PRINT, INC.

9
 10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12 L.A. T-SHIRT & PRINT, INC., a
 13 California corporation dba RIOT
 14 SOCIETY

15 Plaintiff,

16 v.

17
 18 NEW RSC, LLC, a Delaware limited
 liability company; NEW RUE21,
 19 LLC, a Delaware limited liability
 company; and DOES 1 through 10,
 20 inclusive,
 21

22 Defendants.

Case No.: 2:20-cv-11785-JAK-AGR

Assigned to the Hon. John A. Kronstadt

**STIPULATED PROTECTIVE
 ORDER**

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1 **I. PURPOSES AND LIMITATIONS**

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

16 **II. GOOD CAUSE STATEMENT**

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

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

11 **III. DEFINITIONS**

12 A. Action: This pending federal law suit.

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

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

19 D. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
20 Information or Items: information or items that is/are extremely confidential and/or
21 sensitive, the disclosure of which to any other Party or Non-Party would create a
22 substantial risk of serious harm, including competitive injury, that could not be
23 avoided by less restrictive means. The Parties agree there is a need in this case for
24 a highly confidential designation because discovery in this case is expected to
25 involve disclosure of sensitive pricing information, such as profit margins, and
26 sourcing information.

27 E. Counsel: Outside Counsel of Record and House Counsel (as well as
28 their support staff).

1 F. Designating Party: A Party or Non-Party that designates information
2 or items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY”.

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

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

12 I. House Counsel: Attorneys who are employees of a party to this
13 Action. House Counsel does not include Outside Counsel of Record or any other
14 outside counsel.

15 J. Non-Party: Any natural person, partnership, corporation, association,
16 or other legal entity not named as a Party to this action.

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

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

24 M. Producing Party: A Party or Non-Party that produces Disclosure or
25 Discovery Material in this Action.

26 N. Professional Vendors: Persons or entities that provide litigation
27 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
28

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 O. Protected Material: Any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY”.

6 P. Receiving Party: A Party that receives Disclosure or Discovery
7 Material from a Producing Party.

8 **IV. SCOPE**

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

15 B. Any use of Protected Material at trial shall be governed by the orders
16 of the trial judge. This Order does not govern the use of Protected Material
17 at trial.

18 **V. DURATION**

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

27 **VI. DESIGNATING PROTECTED MATERIAL**

28 A. Exercise of Restraint and Care in Designating Material for

1 Protection

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

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

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

18 B. Manner and Timing of Designations

19 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)
20 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
21 qualifies for protection under this Order must be clearly so designated before the
22 material is disclosed or produced.

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

24 a. For information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
28 ONLY" (hereinafter "CONFIDENTIAL legend") in capitalized font on the bottom

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

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

18 c. Manner of Designating Deposition Testimony.

19 (1) Deposition transcripts and portions thereof taken in this action
20 may be designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY” during the deposition or after, in which case the
22 portion of the transcript containing Designated Material shall be identified in the
23 transcript by the Court Reporter as “CONFIDENTIAL,” or “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The designated testimony
25 shall be bound in a separate volume and marked by the reporter accordingly.

26 (2) Where testimony is designated during the deposition, the
27 Designating Party shall have the right to exclude, at those portions of the
28 deposition, all persons not authorized by the terms of this Protective Order to

1 receive such Designated Material.

2 (3) Within seven (7) days after a deposition transcript is certified by
3 the court reporter, any party may designate pages of the transcript and/or its
4 exhibits as Designated Material. During such seven (7) day period, the transcript in
5 its entirety shall be treated as “CONFIDENTIAL” (except for those portions
6 identified earlier as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
7 which shall be treated accordingly from the date of designation). If any party so
8 designates such material, the parties shall provide written notice of such designation
9 to all parties within the seven (7) day period. Designated Material within the
10 deposition transcript or the exhibits thereto may be identified in writing by page
11 and line, or by underlining and marking such portions “CONFIDENTIAL,”
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and providing such
13 marked-up portions to all counsel.

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

21 C. Inadvertent Failure to Designate

22 1. If timely corrected, an inadvertent failure to designate qualified
23 information or items does not, standing alone, waive the Designating Party’s right
24 to secure 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 1. Any party or Non-Party may challenge a designation of
2 confidentiality at any time that is consistent with the Court’s
3 Scheduling Order.

4 B. Meet and Confer

5 1. The Challenging Party shall initiate the dispute resolution
6 process under Local Rule 37.1 et seq. and/or as allowed by the Court’s
7 Standing Order.

8 C. 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
12 Designating Party has waived or withdrawn the confidentiality designation,
13 all parties shall continue to afford the material in question the level of
14 protection to which it is entitled under the Producing Party’s designation
15 until the Court rules on the challenge.

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

17 A. Basic Principles

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

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

27 B. Disclosure of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY” Information or Items

1 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
3 designated “CONFIDENTIAL” only to:

4 a. 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 b. The officers, directors, and employees (including House Counsel) of
8 the 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
10 disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment 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
15 Vendors to whom disclosure is reasonably necessary or this Action and who have
16 signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A
17 hereto;

18 g. The author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

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

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

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

6 a. The Receiving Party’s Outside Counsel of Record in this Action and
7 House Counsel, as well as employees of said Outside Counsel of Record and House
8 Counsel to whom it is reasonably necessary to disclose the information for this
9 Action;

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

13 c. The Court and its personnel;

14 d. Court reporters and their staff;

15 e. Professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary or this Action and who have
17 signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A
18 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
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
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1 separately bound by the court reporter and may not be disclosed to anyone except
2 as permitted 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 **IX. PROTECTED MATERIAL SUPOENAED OR ORDERED**
6 **PRODUCED IN OTHER LITIGATION**

7 A. If a Party 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 must:

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

13 2. Promptly notify in writing the party who caused the subpoena or order
14 to 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 3. Cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Protected Material may be affected.

19 B. If the Designating Party timely seeks a protective order, the Party
20 served with the subpoena or court order shall not produce any information
21 designated 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
27 to disobey a lawful directive from another court.

28 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**

1 **PRODUCED 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 “HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced
5 by Non-Parties in connection with this litigation is protected by the remedies and
6 relief provided by this Order. Nothing in these provisions should be construed as
7 prohibiting a Non-Party from seeking additional protections.

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

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

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

18 3. Make the information requested available for inspection by the Non-
19 Party, if requested.

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

28 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

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

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

23 **XIII. MISCELLANEOUS**

24 A. Right to Further Relief

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

27 B. Right to Assert Other Objections

28 1. By stipulating to the entry of this Protective Order, no Party

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

6 C. Filing Protected Material

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

14 **XIV. FINAL DISPOSITION**

15 A. After the final disposition of this Action, as defined in Section V,
16 within sixty (60) days of a written request by the Designating Party, each
17 Receiving Party must return all Protected Material to the Producing Party or
18 destroy such material. As used in this subdivision, "all Protected Material"
19 includes all copies, abstracts, compilations, summaries, and any other format
20 reproducing or capturing any of the Protected Material. Whether the
21 Protected Material is returned or destroyed, the Receiving Party must submit
22 a written certification to the Producing Party (and, if not the same person or
23 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
24 category, where appropriate) all the Protected Material that was returned or
25 destroyed and (2) affirms that the Receiving Party has not retained any
26 copies, abstracts, compilations, summaries or any other format reproducing
27 or capturing any of the Protected Material. Notwithstanding this provision,
28 Counsel are entitled to retain an archival copy of all pleadings, motion

1 papers, trial, deposition, and hearing transcripts, legal memoranda,
2 correspondence, deposition and trial exhibits, expert reports, attorney work
3 product, and consultant and expert work product, even if such materials
4 contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Protective Order as set
6 forth in Section V.

7 B. Any violation of this Order may be punished by any and all
8 appropriate measures under the circumstances (including whether the
9 violation was willful or unintentional) including, without limitation,
10 contempt proceedings and/or monetary sanctions.

11
12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13
14 DATED: June 2, 2021

NOVIAN & NOVIAN, LLP

15 By: /s/ Farhad Novian
16 Farhad Novian
17 Sharon Raminfard
18 Attorneys for Plaintiff
19 L.A. T-SHIRT & PRINT, INC.

20 DATED: June 2, 2021

ROBINS KAPLAN LLP

21
22 By: /s/ David Martinez
23 David Martinez
24 Attorneys for Defendants
25 NEW RSC, LLC, and NEW RUE21, LLC

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

Dated: June 4, 2021



27 HONORABLE ALICIA G. ROSENBERG
28 United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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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
issue by the United States District Court for the Central District of California on
[date] in the case of _____ **[insert formal name of the**
case and the number and initials assigned to it by the Court]. 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 the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ **[print or**
type full name] of _____ **[print or type full address and**
telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated

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Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____