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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ISPOT.TV, INC., a Delaware corporation,  
Plaintiff,

v.

NADEZHDA TEYFUKOVA a/k/a  
NADYA TEYFUKOVA, an individual,  
and ENTERTAINMENT DATA  
ORACLE, INC., a Delaware corporation,  
Defendant.

Case No.: 2:21-CV-06815-MEMF-MAR  
Hon. Margo A. Rocconi

**STIPULATION AND PROTECTIVE  
ORDER – CONFIDENTIAL AND  
HIGHLY CONFIDENTIAL  
DESIGNATIONS**

1 **1. INTRODUCTION**

2 1.1. PURPOSES AND LIMITATIONS

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

15 1.2. GOOD CAUSE STATEMENT

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

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

## 11 **2. DEFINITIONS**

12 2.1. “ATTORNEY’S EYES ONLY – HIGHLY CONFIDENTIAL” means  
13 any information which belongs to a Designating Party who believes in good faith that  
14 the Disclosure of such information to another Party or non-Party would create a  
15 substantial risk of serious financial, competitive, or other injury that cannot be avoided  
16 by less restrictive means.

17 2.2. “Action” means the above-entitled proceeding, United States District  
18 Court for the Central District of California, Case No. 2:21-CV-06815-MEMF-MAR.

19 2.3. “CONFIDENTIAL” means any information (regardless of how it is  
20 generated, stored or maintained) or tangible things that qualify for protection under  
21 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
22 Statement.

23 2.4. “Court” means the Honorable Maame Ewusi-Mensah Frimpong, the  
24 Honorable Magistrate Judge Margo A. Rocconi, or any other judge to which this  
25 Action may be assigned, including Court staff participating in such proceedings.

26 2.5. “Confidential Materials” means information (regardless of how it is  
27 generated, stored or maintained) or tangible things designated as “CONFIDENTIAL”  
28 pursuant to the provisions of this Stipulation and Protective Order.

1           2.6. “Counsel” means outside counsel of record for the Parties.

2           2.7. “Designating Party” means a Party or Non-Party that designates  
3 information or items that it produces in disclosures or in responses to discovery as  
4 “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY – HIGHLY  
5 CONFIDENTIAL.”

6           2.8. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give,  
7 or make available Materials, or any part thereof, or any information contained therein.

8           2.9. “Disclosure or Discovery Material” means all items or information,  
9 regardless of the medium or manner in which it is generated, stored, or maintained  
10 (including, among other things, testimony, transcripts, and tangible things), that are  
11 produced or generated in disclosures or responses to discovery in this matter.

12           2.10. “Expert” means a person with specialized knowledge or experience in a  
13 matter pertinent to the litigation who has been retained by a Party or its counsel to serve  
14 as an expert witness or as a consultant in this Action.

15           2.11. “Highly Confidential Materials” means information (regardless of how it  
16 is generated, stored or maintained) or tangible things designated as “ATTORNEY’S  
17 EYES ONLY – HIGHLY CONFIDENTIAL” pursuant to the provisions of this  
18 Stipulation and Protective Order, including information obtained from a nonparty  
19 pursuant to a current Nondisclosure Agreement (“NDA”), information relating to  
20 future products, strategic plans, non-public financial data, documents that would reveal  
21 trade secrets, licensing documents and licensing communications, and settlement  
22 agreements or settlement communications, the disclosure of which is likely to cause  
23 harm to the competitive position of the Designating Party.

24           2.12. “Party” means any party to this Action, including all of its officers,  
25 directors, employees, consultants, retained experts, and Counsel.

26           2.13. “Professional Vendors” means persons or entities that provide litigation  
27 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
28 demonstrations, and organizing, storing, or retrieving data in any form or medium) and

1 their employees and subcontractors.

2 2.14. “Protected Materials” includes Confidential Materials and Highly  
3 Confidential Materials. “Producing Party” means a Party or Non-Party that provides or  
4 produces Disclosure or Discovery Material in this Action.

5 2.15. “Non-Party” means any natural person, partnership, corporation,  
6 association or other legal entity not named as a Party to this action.

7 2.16. “Receiving Party” means a Party that receives Disclosure or Discovery  
8 Material from a Producing Party.

9  
10 **3. SCOPE**

11 The protections conferred by this Stipulation and Order cover not only Protected  
12 Material (as defined above), but also (1) any information copied or extracted from  
13 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
14 Material; and (3) any testimony, conversations, or presentations by Parties or their  
15 Counsel that might reveal Protected Material. However, the protections conferred by  
16 this agreement do not cover information that is in the public domain or becomes part  
17 of the public domain through trial or otherwise. This Order does not govern the use of  
18 Protected Material at trial. Any use of Protected Material at trial shall be governed by  
19 the orders of the Court.

20  
21 **4. DURATION**

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

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

17 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
18 Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
19 qualifies for protection under this Order must be clearly so designated before the  
20 material is disclosed or produced.

21 Designation in conformity with this Order requires:

22 a) for information in documentary form (e.g., paper or electronic  
23 documents, but excluding transcripts of depositions or other pretrial or trial  
24 proceedings), that the Producing Party affix at a minimum, the legend  
25 “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY – HIGHLY  
26 CONFIDENTIAL,” to each page that contains protected material. If only a portion of  
27 the material on a page qualifies for protection, the Producing Party also must clearly  
28 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

1           b)     for Testimony given in depositions or other pretrial proceedings,  
2 either (i) the Designating Party identifies the Protected Material on the record, before  
3 the close of the deposition or pretrial proceeding, or (ii) a Designating Part may, within  
4 fifteen days after receiving the transcript of the deposition or other pretrial proceeding,  
5 designate portions of the transcript, or exhibits thereto, as “CONFIDENTIAL” or  
6 “ATTORNEY’S EYES ONLY – HIGHLY CONFIDENTIAL”. When it is impractical  
7 during a deposition or other pretrial proceeding to identify separately each portion of  
8 testimony that is entitled to protection and it appears that substantial portions of the  
9 testimony may qualify for protection, a Designating Party may also (1) during the  
10 deposition or pretrial proceeding designate all testimony given or the entire transcript  
11 of the deposition or other pretrial proceeding as “CONFIDENTIAL” or  
12 “ATTORNEY’S EYES ONLY – HIGHLY CONFIDENTIAL”, then (2) within fifteen  
13 days after receiving the transcript of that deposition or other pretrial proceeding, revise  
14 their designation to designate only those portions of the transcript, or exhibits thereto,  
15 entitled to protection as CONFIDENTIAL or ATTORNEY’S EYES ONLY –  
16 HIGHLY CONFIDENTIAL.

17           c)     for information produced in some form other than documentary and  
18 for any other tangible items, that the Producing Party affix in a prominent place on the  
19 exterior of the container or containers in which the information is stored the legend  
20 “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY – HIGHLY  
21 CONFIDENTIAL.” If only a portion or portions of the information warrants  
22 protection, the Producing Party, to the extent practicable, shall identify the protected  
23 portion(s).

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

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 will initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7 6.3. The burden of persuasion in any such challenge proceeding will be on the  
8 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
9 to harass or impose unnecessary expenses and burdens on other parties) may expose  
10 the Challenging Party to sanctions. Unless the Designating Party has waived or  
11 withdrawn the confidentiality designation, all parties will 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  
15 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending or attempting to settle this Action, and not for  
19 any other action or purpose. Such Protected Material may be disclosed only to the  
20 categories of persons and under the conditions described in this Order. When the  
21 Action has been terminated, a Receiving Party must comply with the provisions of  
22 section 13 below (FINAL DISPOSITION).

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 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
27 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
28 Receiving Party may disclose any information or item designated



1 “CONFIDENTIAL” only to:

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

5 b) the officers, directors, and employees of the Receiving Party,  
6 including in-house counsel, to whom disclosure is reasonably necessary for this Action;

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

10 d) the Court and its personnel;

11 e) court reporters and their staff;

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

15 g) the author or recipient of a document containing the information or  
16 a custodian or other person who otherwise possessed or knew the information;

17 h) during their depositions, witnesses and attorneys for witnesses, in  
18 the Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
19 requires the witness to sign the form attached as Exhibit A hereto; and (2) the witness  
20 will not be permitted to keep any confidential information unless agreed by the  
21 Designating Party or ordered by the Court. Pages of transcribed deposition testimony  
22 or exhibits to depositions that reveal Protected Material may be separately bound by the  
23 court reporter and may not be disclosed to anyone except as permitted under this  
24 Stipulated Protective Order;

25 i) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement discussions; and

27 j) any other person or entity that the Designating Party agrees to in  
28 writing.

1           7.3. Disclosure of “ATTORNEY’S EYES ONLY – HIGHLY  
2 CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or  
3 permitted in writing by the Designating Party, a Receiving Party may disclose any  
4 information or item designated “ATTORNEY’S EYES ONLY – HIGHLY  
5 CONFIDENTIAL” only to:

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

9           b) the Court and its personnel;

10          c) court reporters and their staff;

11          d) the author or recipient of a document containing the information or  
12 a custodian or other person who otherwise possessed or knew the information;

13          e) any mediator or settlement officer, and their supporting personnel,  
14 mutually agreed upon by any of the parties engaged in settlement discussions;

15          f) Professional Vendors to whom disclosure is reasonably necessary  
16 for this Action and who have signed the “Acknowledgment and Agreement to Be  
17 Bound” (Exhibit A);

18          g) Independent Experts of the Receiving Party to whom disclosure is  
19 reasonably necessary for this Action and who have signed the “Acknowledgment and  
20 Agreement to Be Bound” (Exhibit A); and

21          h) any other person or entity that the Designating Party agrees to in  
22 writing.

23  
24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
25 **IN OTHER LITIGATION**

26           If a Party is served with a discovery request, subpoena, or a court order issued  
27 in other litigation that seeks or compels disclosure of any information or items  
28 designated in this Action as “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY –

1 HIGHLY CONFIDENTIAL,” that Party must:

2 a) promptly notify in writing the Designating Party, which shall  
3 include a copy of the discovery request, subpoena, or court order;

4 b) promptly notify in writing the party who caused the discovery  
5 request, subpoena, or order to issue in the other litigation that some or all of the material  
6 sought is subject to this Protective Order, which such notification shall include a copy  
7 of this Stipulated Protective Order; and

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

10 If the Designating Party timely seeks a protective order, the Party served with  
11 the subpoena or court order shall not produce any information designated in this action  
12 as “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY – HIGHLY  
13 CONFIDENTIAL” before a determination by the court from which the subpoena or  
14 order issued, unless the Party has obtained the Designating Party’s permission. The  
15 Designating Party shall bear the burden and expense of seeking protection in that court  
16 of its confidential material and nothing in these provisions should be construed as  
17 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
18 directive from another court.

19  
20 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
21 **PRODUCED IN THIS LITIGATION**

22 a) The terms of this Order are applicable to information produced by a Non-  
23 Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEY’S EYES  
24 ONLY – HIGHLY CONFIDENTIAL.” Such information produced by Non-Parties in  
25 connection with this Action is protected by the remedies and relief provided by this  
26 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from  
27 seeking additional protection.

28 b) In the event that a Party is required, by a valid discovery request, subpoena,

1 or court order, to produce a Non-Party's confidential information in its possession, and  
2 the Party is subject to an agreement with the Non-Party not to produce the Non-Party's  
3 confidential information, then the Party shall:

4 1) promptly notify in writing the Requesting Party and the Non-Party  
5 that some or all of the information requested is subject to a confidentiality order or  
6 confidentiality agreement with a Non-Party;

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

10 3) make the information requested available for inspection by the Non-  
11 Party, if requested.

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

20  
21 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

1 that is attached hereto as Exhibit A.

2  
3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

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

15  
16 **12. MISCELLANEOUS**

17 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

19 12.2. Right to Assert Other Objections. By stipulating to the entry of this  
20 Protective Order, no Party waives any right it otherwise would have to object to  
21 disclosing or producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
23 ground to use in evidence of any of the material covered by this Protective Order.

24 12.3. Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
26 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
27 Protected Material at issue.

1 **13. FINAL DISPOSITION**

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

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

3 **IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.**

4  
5 DATED: October 13, 2023

**FOX ROTHSCHILD LLP**

6 By: /s/ Al Roundtree

7 David Aronoff

8 Gavin Skok (*pro hac vice*)

9 Joshua Bornstein

Al Roundtree (*pro hac vice*)

10 Attorneys for Plaintiff

11 DATED: October 13, 2023

**HOLWELL SHUSTER & GOLDBERG  
LLP**

13 By: /s/ Demian A. Ordway

14 Demian A. Ordway (*pro hac vice*)

15 Victoria Roeck (*pro hac vice*)

16 Michael Freedman (*pro hac vice*)

17 *and*

18 **VALLE MAKOFF LLP**

19 Jeff Valle

20 Attorneys for Defendants

21  
22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23  
24  
25 DATED: October 18, 2023



26 HON. MARGO A. ROCCONI  
27 United States Magistrate Judge  
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**ATTESTATION OF CONCURRENCE IN FILING**

I, Al Roundtree, am the ECF user whose ID and password are being used to file the foregoing Stipulation. Pursuant to Local Rule 5-4.3.4(a)(2), I hereby attest that all signatories listed above, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

*/s/ Al Roundtree* \_\_\_\_\_  
Al Roundtree



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of

4 \_\_\_\_\_ [print or type full address],

5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for the  
7 Central District of California on \_\_\_\_\_ [date] in the case of  
8 *iSpot.TV, Inc. v. Nadezhda Teyfukova, et. al.*, USDC Central District Case No. 2:21-  
9 CV-06815-MEMF-MAR. I agree to comply with and to be bound by all the terms of  
10 this Stipulated Protective Order and I understand and acknowledge that failure to so  
11 comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item that is  
13 subject to this Stipulated Protective Order to any person or entity except in strict  
14 compliance with the provisions of this Order. I further agree to submit to the  
15 jurisdiction of the United States District Court for the Central District of California for  
16 enforcing the terms of this Stipulated Protective Order, even if such enforcement  
17 proceedings occur after termination of this action.

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

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

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

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

27  
28 Signature: \_\_\_\_\_