

1 Youssef H. Hammoud (SBN: 321934)  
 2 Lauren Tegan Rodkey (SBN: 275830)  
 3 **PRICE LAW GROUP, APC**  
 4 6345 Balboa Blvd., Suite 247  
 5 Encino, CA 91316  
 6 T: (818) 600-5596  
 7 F: (818) 600-5496  
 8 E: youssef@pricelawgroup.com  
 9 E: tegan@pricelawgroup.com  
 10 *Attorneys for Plaintiff,*  
 11 *Keith Dorsey*

8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA**

10 KEITH DORSEY,

11  
 12 Plaintiff,

13 v.

14 ACE RENT A CAR  
 15 RESERVATIONS, INC. d/b/a ACE  
 16 RENT A CAR; ROCKPORT AUTO  
 17 CLAIMS; ACCOUNT SERVICES  
 18 COLLECTIONS, INC.; and  
 19 VANRENTALS-R-US LLC d/b/a ACE  
 20 RENT A CAR – LA.,

21 Defendants.

Case No.: 2:21-cv-06840-RGK-MAA

**STIPULATED PROTECTIVE  
 ORDER**

21 **1. PURPOSES AND LIMITATIONS**

22 Discovery in this action is likely to involve production of confidential,  
 23 proprietary, or private information for which special protection from public  
 24 disclosure and from use for any purpose other than prosecuting this litigation may  
 25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to

1 enter the following Stipulated Protective Order. The parties acknowledge that this  
2 Stipulated Protective Order does not confer blanket protections on all disclosures or  
3 responses to discovery and that the protection it affords from public disclosure and  
4 use extends only to the limited information or items that are entitled to confidential  
5 treatment under the applicable legal principles. The parties further acknowledge, as  
6 set forth in Section 14.3 below, that this Stipulated Protective Order does not entitle  
7 them to file confidential information under seal; Local Rule 79-5 sets forth the  
8 procedures that must be followed and the standards that will be applied when a party  
9 seeks permission from the Court to file material under seal. Discovery in this action  
10 is likely to involve production of confidential, proprietary, or private information for  
11 which special protection from public disclosure and from use for any purpose other  
12 than prosecuting this litigation may be warranted.

## 13 14 **2. GOOD CAUSE STATEMENT**

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

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

### 11 **3. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

12 The parties further acknowledge, as set forth in Section 14.3, below, that this  
13 Stipulation Protective Order does not entitle them to file confidential information  
14 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
15 and the standards that will be applied when a party seeks permission from the Court  
16 to file material under seal.

17 There is a strong presumption that the public has a right of access to judicial  
18 proceedings and records in civil cases. In connection with non-dispositive motions,  
19 good cause must be shown to support a filing under seal. See *Kamakana v. City and*  
20 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*  
21 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electronics,*  
22 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require  
23 good cause showing), and a specific showing of good cause or compelling reasons  
24 with proper evidentiary support and legal justification, must be made with respect to  
25 Protected Material that a party seeks to file under seal. The parties' mere designation

1 of Disclosure or Discovery Material as CONFIDENTIAL does not— without the  
2 submission of competent evidence by declaration, establishing that the material  
3 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
4 protectable—constitute good cause.

5 Further, if a party requests sealing related to a dispositive motion or trial, then  
6 compelling reasons, not only good cause, for the sealing must be shown, and the  
7 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
8 See *Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each  
9 item or type of information, document, or thing sought to be filed or introduced  
10 under seal in connection with a dispositive motion or trial, the party seeking  
11 protection must articulate compelling reasons, supported by specific facts and legal  
12 justification, for the requested sealing order. Again, competent evidence supporting  
13 the application to file documents under seal must be provided by declaration.

14 Any document that is not confidential, privileged, or otherwise protectable in its  
15 entirety will not be filed under seal if the confidential portions can be redacted. If  
16 documents can be redacted, then a redacted version for public viewing, omitting only  
17 the confidential, privileged, or otherwise protectable portions of the document shall  
18 be filed. Any application that seeks to file documents under seal in their entirety  
19 should include an explanation of why redaction is not feasible.

#### 21 **4. DEFINITIONS**

22 4.1. Action: *Dorsey v. Ace Rent A Car Reservations, Inc., et al.*; No. 2:21-  
23 cv-06840-RGK-MAA

24 4.2. Challenging Party: A Party or Nonparty that challenges the designation  
25 of information or items under this Stipulated Protective Order

- 1 4.3. “CONFIDENTIAL” Information or Items: Information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify  
3 for protection under Federal Rule of Civil Procedure 26(c), and as  
4 specified above in the Good Cause Statement.
- 5 4.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as  
6 their support staff).
- 7 4.5. Designating Party: A Party or Nonparty that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL.”
- 10 4.6. Disclosure or Discovery Material: All items or information, regardless  
11 of the medium or manner in which it is generated, stored, or maintained  
12 (including, among other things, testimony, transcripts, and tangible  
13 things), that is produced or generated in disclosures or responses to  
14 discovery in this matter.
- 15 4.7. Expert: A person with specialized knowledge or experience in a matter  
16 pertinent to the litigation who has been retained by a Party or its counsel  
17 to serve as an expert witness or as a consultant in this Action.
- 18 4.8. In-House Counsel: Attorneys who are employees of a party to this  
19 Action. In-House Counsel does not include Outside Counsel of Record  
20 or any other outside counsel.
- 21 4.9. Nonparty: Any natural person, partnership, corporation, association, or  
22 other legal entity not named as a Party to this action.
- 23 4.10. Outside Counsel of Record: Attorneys who are not employees of a party  
24 to this Action but are retained to represent or advise a party to this Action  
25 and have appeared in this Action on behalf of that party or are affiliated  
with a law firm which has appeared on behalf of that party, and includes  
support staff.

1 4.11. Party: Any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, In-House Counsel, and  
3 Outside Counsel of Record (and their support staffs).

4 4.12. Producing Party: A Party or Nonparty that produces Disclosure or  
5 Discovery Material in this Action.

6 4.13. Professional Vendors: Persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits  
8 or demonstrations, and organizing, storing, or retrieving data in any  
9 form or medium) and their employees and subcontractors.

10 4.14. Protected Material: Any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL.”

12 4.15. Receiving Party: A Party that receives Disclosure or Discovery Material  
13 from a Producing Party

## 14 **5. SCOPE**

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

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

## 23 **6. DURATION**

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

## 9 10 **7. DESIGNATING PROTECTED MATERIAL**

### 11 7.1 Exercise of Restraint and Care in Designating Material for Production

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

21 Mass, indiscriminate, or routinized designations are prohibited.  
22 Designations that are shown to be clearly unjustified or that have been  
23 made for an improper purpose (*e.g.*, to unnecessarily encumber the case  
24 development process or to impose unnecessary expenses and burdens  
25

1 on other parties) may expose the Designating Party to sanctions.

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

6 **7.2 Manner and Timing of Designations.**

7 Except as otherwise provided in this Stipulated Protective  
8 Order (*see, e.g.*, Section 7.2(a)), or as otherwise stipulated or ordered,  
9 Disclosure or Discovery Material that qualifies for protection under  
10 this Stipulated Protective Order must be clearly so designated before  
11 the material is disclosed or produced.

12 Designation in conformity with this Stipulated Protective Order  
13 requires the following:

- 14
- 15 a) For information in documentary form (*e.g.*, paper or electronic  
16 documents, but excluding transcripts of depositions or other  
17 pretrial or trial proceedings), that the Producing Party affix at a  
18 minimum, the legend "CONFIDENTIAL" to each page that  
19 contains protected material. If only a portion or portions of the  
20 material on a page qualifies for protection, the Producing Party  
21 also must clearly identify the protected portion(s) (*e.g.*, by  
22 making appropriate markings in the margins).

23 A Party or Nonparty that makes original documents  
24 available for inspection need not designate them for protection  
25 until after the inspecting Party has indicated which documents it

1 would like copied and produced. During the inspection and  
2 before the designation, all of the material made available for  
3 inspection shall be deemed "CONFIDENTIAL." After the  
4 inspecting Party has identified the documents it wants copied and  
5 produced, the Producing Party must determine which documents,  
6 or portions thereof, qualify for protection under this Stipulated  
7 Protective Order. Then, before producing the specified  
8 documents, the Producing Party must affix the legend  
9 "CONFIDENTIAL" to each page that contains Protected  
10 Material. If only a portion or portions of the material on a page  
11 qualifies for protection, the Producing Party also must clearly  
12 identify the protected portion(s) (e.g., by making appropriate  
13 markings in the margins).

14 b) For testimony given in depositions, that the Designating Party  
15 identify the Disclosure or Discovery Material on the record  
16 before the close of the deposition, all protected testimony.

17 c) For information produced in nondocumentary form, and for any  
18 other tangible items, that the Producing Party affix in a  
19 prominent place on the exterior of the container or containers in  
20 which the information is stored the legend "CONFIDENTIAL."  
21 If only a portion or portions of the information warrants  
22 protection, the Producing Party, to the extent practicable, shall  
23 identify the protected portion(s)

### 24 7.3 Inadvertent Failure to Designate.

25 If timely corrected, an inadvertent failure to designate qualified

1 information or items does not, standing alone, waive the Designating  
2 Party's right to secure protection under this Stipulated Protective Order  
3 for such material. Upon timely correction of a designation, the  
4 Receiving Party must make reasonable efforts to assure that the  
5 material is treated in accordance with the provisions of this Stipulated  
6 Protective Order.

## 8. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

### 8.1 Timing of Challenges.

10 Any Party or Nonparty may challenge a designation of  
11 confidentiality at any time that is consistent with the Court's  
12 Scheduling Order.

### 8.2 Meet and Confer.

15 The Challenging Party shall initiate the dispute resolution  
16 process, which shall comply with Local Rule 37.1 et seq., and with  
17 Section 4 of Judge Audero's Procedures ("Mandatory Telephonic  
18 Conference for Discovery Disputes").<sup>1</sup>

### 8.3. Burden of Persuasion.

20 The burden of persuasion in any such challenge proceeding shall  
21 be on the Designating Party. Frivolous challenges, and those made for  
22 an improper purpose (*e.g.*, to harass or impose unnecessary expenses  
23 and burdens on other parties) may expose the Challenging Party to  
24

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25 <sup>1</sup> Judge Audero's Procedures are available at  
<https://www.cacd.uscourts.gov/honorable-maria-audero>

1 sanctions. Unless the Designating Party has waived or withdrawn the  
2 confidentiality designation, all parties shall continue to afford the  
3 material in question the level of protection to which it is entitled under  
4 the Producing Party’s designation until the Court rules on the challenge.  
5

6 **9. ACCESS TO AND USE OF PROTECTED MATERIALS**

7 9.1. Basic Principles.

8 A Receiving Party may use Protected Material that is disclosed  
9 or produced by another Party or by a Nonparty in connection with this  
10 Action only for prosecuting, defending, or attempting to settle this  
11 Action. Such Protected Material may be disclosed only to the  
12 categories of persons and under the conditions described in this  
13 Stipulated Protective Order. When the Action reaches a final  
14 disposition, a Receiving Party must comply with the provisions of  
15 Section 15 below.

16 Protected Material must be stored and maintained by a  
17 Receiving Party at a location and in a secure manner that ensures that  
18 access is limited to the persons authorized under this Stipulated  
19 Protective Order.

20 9.2. Disclosure of “CONFIDENTIAL” Information or Items.

21 Unless otherwise ordered by the Court or permitted in writing  
22 by the Designating Party, a Receiving Party may disclose any  
23 information or item designated “CONFIDENTIAL” only to:  
24  
25

- 1 a) The Receiving Party's Outside Counsel of Record, as well as  
2 employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;
- 4 b) The officers, directors, and employees (including In-House Counsel) of  
5 the Receiving Party to whom disclosure is reasonably necessary for this  
6 Action;
- 7 c) Experts of the Receiving Party to whom disclosure is reasonably  
8 necessary for this Action and who have signed the "Acknowledgment  
9 and Agreement to Be Bound" (Exhibit A)
- 10 d) The Court, its personnel and any juror or alternate juror;
- 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 or this Action and  
14 who have signed the "Acknowledgment and Agreement to be Bound"  
15 (Exhibit A);
- 16 g) The author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the  
18 information;
- 19 h) During their depositions, witnesses, and attorneys for witnesses in the  
20 Action to whom disclosure is reasonably necessary provided: (i) the  
21 deposing party requests that the witness sign the "Acknowledgment and  
22 Agreement to Be Bound" (Exhibit A); and (ii) the witness will not be  
23 permitted to keep any confidential information unless they sign the  
24 "Acknowledgment and Agreement to Be Bound," unless otherwise  
25 agreed by the Designating Party or ordered by the Court. Pages of

1 transcribed deposition testimony or exhibits to depositions that reveal  
2 Protected Material may be separately bound by the court reporter and  
3 may not be disclosed to anyone except as permitted under this  
4 Stipulated Protective Order; and (iii) Any mediator or settlement  
5 officer, and their supporting personnel, mutually agreed upon by any of  
6 the parties engaged in settlement discussions.

7  
8 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
9 **PRODUCED IN OTHER LITIGATION**

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

- 13 a) Promptly notify in writing the Designating Party. Such notification  
14 shall include a copy of the subpoena or court order;
- 15 b) Promptly notify in writing the party who caused the subpoena or order  
16 to issue in the other litigation that some or all of the material covered  
17 by the subpoena or order is subject to this Stipulated Protective Order.  
18 Such notification shall include a copy of this Stipulated Protective  
19 Order; and
- 20 c) Cooperate with respect to all reasonable procedures sought to be  
21 pursued by the Designating Party whose Protected Material may be  
22 affected.

23 If the Designating Party timely seeks a protective order, the Party served with the  
24 subpoena or court order shall not produce any information designated in this action  
25 as “CONFIDENTIAL” before a determination by the Court from which the

1 subpoena or order issued, unless the Party has obtained the Designating Party's  
2 permission. The Designating Party shall bear the burden and expense of seeking  
3 protection in that court of its confidential material and nothing in these provisions  
4 should be construed as authorizing or encouraging a Receiving Party in this Action  
5 to disobey a lawful directive from another court.

6  
7 **11.A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
8 **PRODUCED IN THIS LITIGATION**

9 11.1. Application.

10 The terms of this Stipulated Protective Order are applicable to  
11 information produced by a Nonparty in this Action and designated as  
12 "CONFIDENTIAL." Such information produced by Nonparties in  
13 connection with this litigation is protected by the remedies and relief  
14 provided by this Stipulated Protective Order. Nothing in these  
15 provisions should be construed as prohibiting a Nonparty from seeking  
16 additional protections.

17 11.2. Notification.

18 In the event that a Party is required, by a valid discovery request,  
19 to produce a Nonparty's confidential information in its possession, and  
20 the Party is subject to an agreement with the Nonparty not to produce  
21 the Nonparty's confidential information, then the Party shall:

- 22 a) Promptly notify in writing the Requesting Party and the Nonparty  
23 that some or all of the information requested is subject to a  
24 confidentiality agreement with a Nonparty;

- 1 b) Promptly provide the Nonparty with a copy of the Stipulated  
2 Protective Order in this Action, the relevant discovery request(s), and  
3 a reasonably specific description of the information requested; and  
4 c) Make the information requested available for inspection by the  
5 Nonparty, if requested.

6 11.3. Conditions of Production.

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

17  
18 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
20 Protected Material to any person or in any circumstance not authorized under this  
21 Stipulated Protective Order, the Receiving Party immediately must (1) notify in  
22 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts  
23 to retrieve all unauthorized copies of the Protected Material, (3) inform the person  
24 or persons to whom unauthorized disclosures were made of all the terms of this  
25

1 Stipulated Protective Order, and (4) request such person or persons to execute the  
2 “Acknowledgment and Agreement to be Bound” (Exhibit A).

3 **13. 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  
14 to the Court.

15 **14. MISCELLANEOUS**

16 14.1. Right to Further Relief.

17 Nothing in this Stipulated Protective Order abridges the right of  
18 any person to seek its modification by the Court in the future.

19 14.2. Right to Assert Other Objections.

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

1           14.3. Filing Protected Material.

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

9  
10       **15. FINAL DISPOSITION**

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

1 contain Protected Material. Any such archival copies that contain or constitute  
2 Protected Material remain subject to this Stipulated Protective Order as set forth in  
3 Section 6.

4  
5 **16. VIOLATION**

6 Any violation of this Stipulated Order may be punished by any and all  
7 appropriate measures including, without limitation, contempt proceedings and/or  
8 monetary sanctions.  
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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3 DATED: January 10, 2022

4 By: /s/ Youssef H. Hammoud  
5 Youssef H. Hammoud (SBN: 321934)  
6 **PRICE LAW GROUP, APC**  
7 6345 Balboa Blvd., Suite 247  
8 Encino, CA 91316  
9 T: (818) 600-5596  
10 F: (818) 600-5496  
11 E: youssef@pricelawgroup.com  
12 *Attorneys for Plaintiff Keith Dorsey*

13 DATED: January 10, 2022

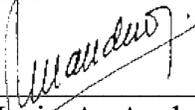
14 By: /s/ John A. Kelly  
15 THOMAS F. LANDERS [SBN 207335]  
16 tlanders@swsslaw.com  
17 JOHN A. KELLY [SBN 324463]  
18 jkelly@swsslaw.com  
19 **SOLOMON WARD SEIDENWURM &**  
20 **SMITH, LLP**  
21 401 B Street, Suite 1200  
22 San Diego, California 92101  
23 (t) 619.231.0303  
24 (f) 619.231.4755  
25 *Attorneys for Defendants,*  
*Ace Rent A Car Reservations, Inc.*  
*d/b/a Ace Rent A Car and*  
*VAN-RENTALS-R-US LLC*  
*d/b/a Ace Rent A Car – LA*

26 DATED: January 10, 2022

27 By: /s/ Mark Ellis  
28 Mark E. Ellis - 127159  
29 **ELLIS LAW GROUP LLP**  
30 1425 River Park Drive, Suite 400  
31 Sacramento, CA 95815  
32 Tel: (916) 283-8820  
33 Fax: (916) 283-8821  
34 mellis@ellislawgrp.com  
35 *Attorneys for Defendant*  
*Rockport Auto Claims*

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

2  
3 Dated: January 10, 2022

  
\_\_\_\_\_  
4 Maria A. Audero  
5 United States Magistrate Judge  
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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO COMPLY**

3 I, \_\_\_\_\_ [full name], of

4 \_\_\_\_\_ [address], declare under penalty of perjury that I

5 have read in its entirety and understand the Stipulated Protective Order that was

6 issued by the United States District Court for the Central District of California on

7 [date] in the case of *Dorsey v. Ace Rent A Car Reservations, Inc., et al*; No. 2:21-

8 cv-06840-RGK-MAA. I agree to comply with all the terms of this Stipulated

9 Protective Order, and I understand and acknowledge that failure to so comply

10 could expose me to sanctions and punishment in the nature of contempt. I solemnly

11 promise that I will not disclose in any manner any information or item that is

12 subject to this Stipulated Protective Order to any person or entity except in strict

13 compliance with the provisions of this Stipulated Protective Order. I further agree

14 to submit to the jurisdiction of the United States District Court for the Central

15 District of California for the purpose of enforcing the terms of this Stipulated

16 Protective Order, even if such enforcement proceedings occur after termination of

17 this action. I hereby appoint \_\_\_\_\_ [full name] of

18 \_\_\_\_\_ [address and telephone number] as

19 my California agent for service of process in connection with this action or any

20 proceedings related to enforcement of this Stipulated Protective Order.

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

22 Printed Name: \_\_\_\_\_

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

24 City and State Where Sworn and Signed: \_\_\_\_\_

25