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 17 AMERICAN HONDA MOTOR
 18 CO., INC.

19 UNITED STATES DISTRICT COURT
 20 CENTRAL DISTRICT OF CALIFORNIA
 21 WESTERN DIVISION

22 AMERICAN HONDA MOTOR CO.,
 23 INC., a California Corporation,
 24
 25 Plaintiff,
 26
 27 v.
 28 LKQ CORP.,
 Defendant.

Case No.: 2:21-cv-08210-AB (SK)
 Hon. Andre Birotte Jr.
**STIPULATED PROTECTIVE
 ORDER**

Complaint filed: October 15, 2021

LKQ CORPORATION,
 Counterclaimant,
 v.
 AMERICAN HONDA MOTOR CO.,
 INC., a California Corporation,
 Counter-Defendant.

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information related to the products of American Honda Motor Co., Inc. and LKQ Corp., and the design patents at issue in the case for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third

1 parties), information otherwise generally unavailable to the public, or
2 which may be privileged or otherwise protected from disclosure under
3 state or federal statutes, court rules, case decisions, or common law.
4 Accordingly, to expedite the flow of information, to facilitate the prompt
5 resolution of disputes over confidentiality of discovery materials, to
6 adequately protect information the parties are entitled to keep
7 confidential, to ensure that the parties are permitted reasonable
8 necessary uses of such material in preparation for and in the conduct of
9 trial, to address their handling at the end of the litigation, and serve the
10 ends of justice, a protective order for such information is justified in this
11 matter. It is the intent of the parties that information will not be
12 designated as confidential for tactical reasons and that nothing be so
13 designated without a good faith belief that it has been maintained in a
14 confidential, non-public manner, and there is good cause why it should
15 not be part of the public record of this case.

16 **2. DEFINITIONS**

17 2.1 Action: *American Honda Motor Co., Inc., v. LKQ Corp.*, Case
18 No. 2:21-cv-08210 (C.D. Cal., filed Oct. 15, 2021).

19 2.2 Challenging Party: a Party or Non-Party that challenges the
20 designation of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information
22 (regardless of how it is generated, stored or maintained) or tangible
23 things that qualify for protection under Federal Rule of Civil Procedure
24 26(c) and contains (a) personal information, including but not limited to
25 financial account numbers; (b) a Party’s previously nondisclosed
26 proprietary and confidential business information; (c) information about
27 a Party’s information technology systems or databases; or (d) any other
28 category of information hereinafter given confidential status by the

1 Court.

2 2.4 “ATTORNEY’S EYES ONLY” (“AEO”) Information or Items:
3 information (regardless of how it is generated, stored, or maintained) or
4 tangible things that qualify for protection under Federal Rule of Civil
5 Procedure 26(c), and contains (a) financial information (e.g., revenues,
6 costs, profits) or (b) trade secret information.

7 2.5 Counsel: Outside Counsel of Record and House Counsel (as
8 well as their support staff).

9 2.6 Designating Party: a Party or Non-Party that designates
10 information or items that it produces in disclosures or in responses to
11 discovery as “CONFIDENTIAL” or “AEO.”

12 2.7 Disclosure or Discovery Material: all items or information,
13 regardless of the medium or manner in which it is generated, stored, or
14 maintained (including, among other things, testimony, transcripts, and
15 tangible things), that are produced or generated in disclosures or
16 responses to discovery in this matter.

17 2.8 Independent Expert: a person with specialized knowledge or
18 experience in a matter pertinent to the litigation who has been retained
19 by a Party or its counsel to serve as an expert witness or as a consultant
20 in this Action (as to whom the procedures set forth in Paragraphs 5.1 and
21 5.2 have been followed).

22 2.9 House Counsel: attorneys who are employees of a party to
23 this Action. House Counsel does not include Outside Counsel of Record
24 or any other outside counsel.

25 2.10 Non-Party: any natural person, partnership, corporation,
26 association, or other legal entity not named as a Party to this action.

27 2.11 Outside Counsel of Record: attorneys who are not employees
28 of a party to this Action but are retained to represent or advise a party to

1 this Action and have appeared in this Action on behalf of that party or
2 are affiliated with a law firm which has appeared on behalf of that party
3 (and their support staffs).

4 2.12 Party: any party to this Action, including all of its corporate
5 affiliates, officers, directors, employees, consultants, retained
6 Independent Experts, and Outside Counsel of Record (and their support
7 staffs).

8 2.13 Producing Party: a Party or Non-Party that produces
9 Disclosure or Discovery Material in this Action.

10 2.14 Professional Vendors: persons or entities that provide
11 litigation support services (e.g., photocopying; videotaping; translating;
12 preparing exhibits or demonstrations; and organizing, storing, or
13 retrieving data in any form or medium) and their employees and
14 subcontractors.

15 2.15 Protected Material: any Disclosure or Discovery Material
16 that is designated as “CONFIDENTIAL” or “AEO.”

17 2.16 Receiving Party: a Party that receives Disclosure or
18 Discovery Material from a Producing Party.

19 3. SCOPE

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

26 Any use of Protected Material at trial shall be governed by the
27 orders of the trial judge. This Order does not govern the use of Protected
28 Material at trial.

1 4. DURATION

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

11 5. INDEPENDENT EXPERTS

12 5.1 Designating an Independent Expert. The right of any
13 independent expert to receive any Material that is designated as
14 “CONFIDENTIAL” or “AEO” will be subject to the advance approval of
15 such expert by the Producing Party. The Party seeking approval of an
16 independent expert must provide the Producing Party with the name and
17 curriculum vitae of the proposed independent expert. Such expert may
18 not be a current employee of a Party. Material designated as
19 “CONFIDENTIAL” or “AEO” may be disclosed to an independent expert
20 if ten (10) business days have passed since receipt of the identification of
21 the proposed expert and no objection has been made by the Producing
22 Party. The approval of independent experts must not be unreasonably
23 withheld.

24 5.2 Objection to an Independent Expert. Any objection by the
25 Producing Party to an independent expert receiving “CONFIDENTIAL”
26 or “AEO” Information must be made in writing within the ten (10)
27 business day period described in Paragraph 5.1. If a Producing Party
28 objects, it and the Party seeking approval shall attempt, in good faith, to

1 resolve the dispute. If the dispute is not resolved within five (5) business
2 days of receipt of the objection by the Party seeking approval, the
3 objecting Party may thereafter move the Court for a ruling on the
4 objection within three (3) business days. If the objecting Party does not
5 move the Court within eight (8) business days of receipt of the objection,
6 the objection is deemed waived and information designated
7 “CONFIDENTIAL” or “AEO” may be disclosed to the proposed
8 independent expert. If the objecting Party has moved the Court, until
9 the court has ruled on the objection or the matter has been otherwise
10 resolved, information designed as “CONFIDENTIAL” or “AEO” shall not
11 be disclosed to the proposed independent expert.

12 6. DESIGNATING PROTECTED MATERIAL

13 6.1 Exercise of Restraint and Care in Designating Material for
14 Protection. Each Party or Non-Party that designates information or
15 items for protection under this Order must take care to limit any such
16 designation to specific material that qualifies under the appropriate
17 standards. The Designating Party must designate for protection only
18 those parts of material, documents, items, or oral or written
19 communications that qualify so that other portions of the material,
20 documents, items, or communications for which protection is not
21 warranted are not swept unjustifiably within the ambit of this Order.

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

27 If it comes to a Designating Party’s attention that information or
28 items that it designated for protection do not qualify for protection, that

1 Designating Party must promptly notify all other Parties that it is
2 withdrawing the inapplicable designation.

3 6.2 Manner and Timing of Designations. Except as otherwise
4 provided in this Order (see, e.g., second paragraph of section 6.2(a) and
5 section 6.2(b), below), or as otherwise stipulated or ordered, Disclosure or
6 Discovery Material that qualifies for protection under this Order must be
7 clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) For information in documentary form (e.g., paper or
10 electronic documents, but excluding transcripts of depositions or other
11 pretrial or trial proceedings), that the Producing Party affix at a
12 minimum, the legend “CONFIDENTIAL” or “AEO” (hereinafter
13 “CONFIDENTIAL Legend” and “AEO Legend,” respectively), to each
14 page that contains protected material. If only a portion or portions of the
15 material on a page qualifies for protection, the Producing Party also must
16 clearly identify the protected portion(s) (e.g., by making appropriate
17 markings in the margins).

18 A Party or Non-Party that makes original documents available for
19 inspection need not designate them for protection until after the
20 inspecting Party has indicated which documents it would like copied and
21 produced. During the inspection and before the designation, all of the
22 material made available for inspection shall be deemed
23 “CONFIDENTIAL” and “AEO.” After the inspecting Party has identified
24 the documents it wants copied and produced, the Producing Party must
25 determine which documents, or portions thereof, qualify for protection
26 under this Order. Then, before producing the specified documents, the
27 Producing Party must affix the CONFIDENTIAL Legend and/or AEO
28 Legend to each page that contains Protected Material. If only a portion

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

4 (b) for testimony given in depositions that the Designating
5 Party identify the Disclosure or Discovery Material on the record all
6 protected testimony, before the close of the deposition, hearing or other
7 proceeding, or within 21 days after the transcript is delivered, unless
8 another time is agreed between the parties. All testimony taken in this
9 case shall be treated as Protected Material until the expiration of 21 days
10 after the transcript is delivered to any party or the witness. Within this
11 time period, a Designating Party may serve a Notice of Designation to all
12 parties of record as to the specific portions of the testimony that are
13 designated as Protected Material, and thereafter only those portions
14 identified in the Notice of Designation shall be protected by the terms of
15 this Order.

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

23 6.3 Inadvertent Failures to Designate. If timely corrected, an
24 inadvertent failure to designate qualified information or items does not,
25 standing alone, waive the Designating Party's right to secure protection
26 under this Order for such material. Upon timely correction of a
27 designation, the Receiving Party must make reasonable efforts to assure
28 that the material is treated in accordance with the provisions of this

1 Order.

2 7. CHALLENGING CONFIDENTIALITY AND AEO
3 DESIGNATIONS

4 7.1 Timing of Challenges. Any Party or Non-Party may challenge
5 a designation of confidentiality at any time that is consistent with the
6 Court's Scheduling Order.

7 7.2 Meet and Confer. The Challenging Party shall initiate the
8 dispute resolution process under Local Rule 37.1 et seq.

9 7.3 The burden of persuasion in any such challenge proceeding
10 shall be on the Designating Party. Frivolous challenges, and those made
11 for an improper purpose (e.g., to harass or impose unnecessary expenses
12 and burdens on other parties) may expose the Challenging Party to
13 sanctions. Unless the Designating Party has waived or withdrawn the
14 "CONFIDENTIAL" or "AEO" designation, all parties shall continue to
15 afford the material in question the level of protection to which it is
16 entitled under the Producing Party's designation until the Court rules on
17 the challenge.

18 8. ACCESS TO AND USE OF PROTECTED MATERIAL

19 8.1 Basic Principles. A Receiving Party may use Protected
20 Material that is disclosed or produced by another Party or by a Non-Party
21 in connection with this Action only for prosecuting, defending, or
22 attempting to settle this Action. Such Protected Material may be
23 disclosed only to the categories of persons and under the conditions
24 described in this Order. When the Action has been terminated, a
25 Receiving Party must comply with the provisions of section 14 below
26 (FINAL DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving
28 Party at a location and in a secure manner that ensures that access is

1 limited to the persons authorized under this Order.

2 Nothing in this Order shall limit a party's use or disclosure of his
3 or her own information designated as Protected Material. Further,
4 nothing in this Order precludes a Producing Party or a Designating Party
5 from seeking the entry of a separate order to govern materials for which
6 additional protection is needed.

7 8.2 Disclosure of "CONFIDENTIAL" Information or Items.

8 Unless otherwise ordered by the court or permitted in writing by the
9 Designating Party, a Receiving Party may disclose any information or
10 item designated "CONFIDENTIAL" only to:

11 (a) the Receiving Party's Outside Counsel of Record in this
12 Action;

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

16 (c) Independent Experts (as to whom the procedures set forth in
17 Paragraphs 5.1 and 5.2 have been followed) to whom disclosure is
18 reasonably necessary for this Action and who have signed the
19 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and
23 Professional Vendors to whom disclosure is reasonably necessary for this
24 Action and who have signed the "Acknowledgment and Agreement to Be
25 Bound" (Exhibit A);

26 (g) the author or recipient of a document containing the
27 information or a custodian or other person who otherwise possessed or
28 knew the information;

1 (h) during their depositions, witnesses of a Party producing the
2 Protected Material, provided: (1) the deposing party requests that the
3 witness sign the “Acknowledgment and Agreement to be Bound” (Exhibit
4 A); and (2) they will not be permitted to keep any confidential information
5 unless they sign the “Acknowledgment and Agreement to Be Bound”
6 (Exhibit A), unless otherwise agreed by the Designating Party or ordered
7 by the court. Pages of transcribed deposition testimony or exhibits to
8 depositions that reveal Protected Material may be separately bound by
9 the court reporter and may not be disclosed to anyone except as permitted
10 under this Stipulated Protective Order; and

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

14 8.3 Disclosure of “AEO” Information or Items. AEO material may
15 be disclosed only in accordance with the provisions of this Stipulation and
16 Order and only to the individuals listed in Section 8.2 except that it shall
17 not be disclosed to any individual listed in Section 8.2(b) who is not House
18 Counsel.

19 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
20 PRODUCED IN OTHER LITIGATION

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

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

26 (b) promptly notify in writing the party who caused the
27 subpoena or order to issue in the other litigation that some or all of the
28 material covered by the subpoena or order is subject to this Protective

1 Order. Such notification shall include a copy of this Stipulated Protective
2 Order; and

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

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

16 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
17 PRODUCED IN THIS LITIGATION

18 (a) The terms of this Order are applicable to information
19 produced by a Non-Party in this Action and designated as
20 “CONFIDENTIAL” or “AEO.” Such information produced by Non-
21 Parties in connection with this litigation is protected by the remedies and
22 relief provided by this Order. Nothing in these provisions should be
23 construed as prohibiting a Non-Party from seeking additional
24 protections.

25 (b) In the event that a Party is required, by a valid discovery
26 request, to produce a Non-Party’s “CONFIDENTIAL” or “AEO”
27 information in its possession, and the Party is subject to an agreement
28 with the Non-Party not to produce the Non-Party’s “CONFIDENTIAL”

1 or “AEO” information, then the Party shall:

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

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

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

11 (c) If the Non-Party fails to seek a protective order from this court
12 within 30 days of receiving the notice and accompanying information, the
13 Receiving Party may produce the Non-Party’s “CONFIDENTIAL” or
14 “AEO” information responsive to the discovery request. If the Non-Party
15 timely seeks a protective order, the Receiving Party shall not produce any
16 information in its possession or control that is subject to the
17 confidentiality agreement with the Non-Party before a determination by
18 the court. Absent a court order to the contrary, the Non-Party shall bear
19 the burden and expense of seeking protection in this court of its Protected
20 Material.

21 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 this Order, and (d) request such person or persons to execute the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

3 12. INADVERTENT PRODUCTION OF PRIVILEGED OR
4 OTHERWISE PROTECTED MATERIAL

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

17 13. MISCELLANEOUS

18 13.1 Right to Further Relief. Nothing in this Order abridges the
19 right of any person to seek its modification by the Court in the future.

20 13.2 Right to Assert Other Objections. By stipulating to the entry
21 of this Protective Order no Party waives any right it otherwise would
22 have to object to disclosing or producing any information or item on any
23 ground not addressed in this Stipulated Protective Order. Similarly, no
24 Party waives any right to object on any ground to use in evidence of any
25 of the material covered by this Protective Order.

26 13.3 Filing Protected Material. A Party that seeks to file under
27 seal any Protected Material must comply with Civil Local Rule 79-5.
28 Protected Material may only be filed under seal pursuant to a court order

1 authorizing the sealing of the specific Protected Material at issue. If a
2 Party's request to file Protected Material under seal is denied by the
3 court, then the Receiving Party may file the information in the public
4 record unless otherwise instructed by the court.

5 14. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4,
7 within 60 days of a written request by the Designating Party, each
8 Receiving Party must return all Protected Material to the Producing
9 Party or destroy such material. As used in this subdivision, "all Protected
10 Material" includes all copies, abstracts, compilations, summaries, and
11 any other format reproducing or capturing any of the Protected Material.
12 Whether the Protected Material is returned or destroyed, the Receiving
13 Party must submit a written certification to the Producing Party (and, if
14 not the same person or entity, to the Designating Party) by the 60 day
15 deadline that (1) identifies (by category, where appropriate) all the
16 Protected Material that was returned or destroyed and (2) affirms that
17 the Receiving Party has not retained any copies, abstracts, compilations,
18 summaries or any other format reproducing or capturing any of the
19 Protected Material. Notwithstanding this provision, Counsel are entitled
20 to retain an archival copy of all pleadings, motion papers, trial,
21 deposition, and hearing transcripts, legal memoranda, correspondence,
22 deposition and trial exhibits, expert reports (prepared by Independent
23 Experts), attorney work product, and consultant and expert work product
24 (prepared by Independent Experts), even if such materials contain
25 Protected Material. Any such archival copies that contain or constitute
26 Protected Material remain subject to this Protective Order as set forth in
27 Section 4 (DURATION).

28 15. Any violation of this Order may be punished by any and all

1 appropriate measures including, without limitation, contempt
2 proceedings and/or monetary sanctions.

3
4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5
6 DATED February 11, 2022

7
8 /s/ William A. Delgado
9 Attorney for Plaintiff

10
11 DATED: February 11, 2022

12
13 /s/ Reid P. Huefner
14 Attorney for Defendant

15 **ATTESTATION**

16 I hereby certify, pursuant to Local Rule 5-4.3.4(a)(2)(i), that all other
17 signatories listed, and on whose behalf this document is submitted,
18 concur in the document's contents and have authorized its filing and
19 the placement of their electronic signatures above.

20
21 Dated: February 11, 2022 DTO LAW

22
23 By: /s/ William A. Delgado
24 William A. Delgado

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: February 14, 2022

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7 Honorable Steve Kim
8 United States Magistrate Judge

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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 issued by the United States District Court for
the Central District of California on ___ in the case of *American Honda*
Motor Co., Inc. v. LKQ Corp., 2:21-cv-08210-AB-SK. 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 Protective Order.

Date: _____
City and State where sworn and signed:

212822.12

1 Printed name: _____

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3 Signature: _____

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