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

ALEXANDER STROSS,

Plaintiff,

v.

TWITTER, INC., et al.,

Defendants.

Case No. 2:21-cv-08360-SVW-E  
Hon. Charles F. Eick Presiding

STIPULATED PROTECTIVE  
ORDER

Pursuant to Fed. R. Civ. P. 26(c), Plaintiff Alexander Stross and Defendant Twitter, Inc., through undersigned counsel, jointly submit this Stipulated Protective Order to govern the handling of information and materials produced in the course of discovery or filed with the Court in this action:

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 12.3 (Filing Protected Material), 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.

1           B. GOOD CAUSE STATEMENT

2           This action is likely to involve trade secrets and financial, technical, and/or  
3 proprietary information for which special protection from public disclosure and from  
4 use for any purpose other than prosecution of this action is warranted. Such  
5 confidential and proprietary materials and information consist of, among other things,  
6 confidential business or financial information, information regarding confidential  
7 business practices, or other confidential commercial information (including  
8 information implicating privacy rights of third parties), information otherwise  
9 generally unavailable to the public, or which may be privileged or otherwise protected  
10 from disclosure under state or federal statutes, court rules, case decisions, or common  
11 law—including trade secrets, special formulas, proprietary soft and/or computer  
12 programs, current or future marketing plans, current or future business plans or  
13 strategies, current or future plans for products or services, customer and subscriber data  
14 and information, agreements with third parties, information regarding current or future  
15 business or financial transactions, internal financial reports or plans, current or future  
16 pricing, rates or planning information, financial data, production data, internal notes,  
17 memoranda, logs or other data, and other highly sensitive non-public commercial,  
18 financial, research or technical information. Accordingly, to expedite the flow of  
19 information, to facilitate the prompt resolution of disputes over confidentiality of  
20 discovery materials, to adequately protect information the parties are entitled to keep  
21 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
22 material in preparation for and in the conduct of trial, to address their handling at the  
23 end of the litigation, and serve the ends of justice, a protective order for such  
24 information is justified in this matter. It is the intent of the parties that information will  
25 not be designated as confidential for tactical reasons and that nothing be so designated  
26 without a good faith belief that it has been maintained in a confidential, non-public  
27 manner, and there is good cause why it should not be part of the public record of this  
28 case.

1 2. DEFINITIONS

2 2.1 Action: This pending federal lawsuit.

3 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
4 of information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
6 how it is generated, stored, or maintained) or tangible things that qualify for protection  
7 under Federal Rule of Civil Procedure 26(c).

8 2.4 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”  
9 Information or Items: information (regardless of how it is generated, stored or  
10 maintained) or tangible things that contain trade secrets, special formulas, proprietary  
11 soft and/or computer programs, current or future marketing plans, current or future  
12 business plans or strategies, current or future plans for products or services, customer  
13 and subscriber data and information, agreements with third parties, information  
14 regarding current or future business or financial transactions, internal financial reports  
15 or plans, current or future pricing, rates or planning information, financial data,  
16 production data, internal notes, memoranda, logs or other data, and other highly  
17 sensitive non-public commercial, financial, research or technical information that the  
18 Designating Party believes, in good faith, should be afforded the highest level  
19 confidentiality by the Court, with access restricted to Counsel.

20 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22 2.6 Designating Party: a Party or Non-Party that designates information or  
23 items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES  
25 ONLY.”

26 2.7 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained (including,  
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2       2.8     Expert: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
4 expert witness or as a consultant in this Action.

5       2.9     House Counsel: attorneys who are employees of a party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.

8       2.10    Non-Party: any natural person, partnership, corporation, association, or  
9 other legal entity not named as a Party to this action.

10       2.11    Outside Counsel of Record: attorneys who are not employees of a party  
11 to this Action but are retained to represent or advise a party to this Action and have  
12 appeared in this Action on behalf of that party or are affiliated with a law firm which  
13 has appeared on behalf of that party, including support staff.

14       2.12    Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17       2.13    Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19       2.14    Professional Vendors: persons or entities that provide litigation support  
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
22 their employees and subcontractors.

23       2.15    Protected Material: any Disclosure or Discovery Material that is  
24 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S  
25 EYES ONLY.”

26       2.16    Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

28 3.     SCOPE

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

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

#### 8 4. DURATION

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

#### 16 5. DESIGNATING PROTECTED MATERIAL

##### 17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

18 Each Party or Non-Party that designates information or items for protection under this  
19 Order must take care to limit any such designation to specific material that qualifies  
20 under the appropriate standards. The Designating Party must designate for protection  
21 only those parts of material, documents, items, or oral or written communications that  
22 qualify so that other portions of the material, documents, items, or communications for  
23 which protection is not warranted are not swept unjustifiably within the ambit of this  
24 Order.

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

1 to sanctions.

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

5 5.2 Manner and Timing of Designations. Except as otherwise provided in  
6 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
8 under this Order must be clearly so designated before the material is disclosed or  
9 produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), that the Producing Party affix at a minimum, the legend  
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES  
15 ONLY" to each page that contains protected material. If only a portion or portions of  
16 the material on a page qualifies for protection, the Producing Party also must clearly  
17 identify the protected portion(s) (e.g., by making appropriate 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 inspecting Party has  
20 indicated which documents it would like copied and produced. During the inspection  
21 and before the designation, all of the material made available for inspection shall be  
22 deemed "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY." After the  
23 inspecting Party has identified the documents it wants copied and produced, the  
24 Producing Party must determine which documents, or portions thereof, qualify for  
25 protection under this Order. Then, before producing the specified documents, the  
26 Producing Party must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL  
27 – ATTORNEY'S EYES ONLY" legend to each page that contains Protected Material.  
28 If only a portion or portions of the material on a page qualifies for protection, the

1 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
2 appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify  
4 the Disclosure or Discovery Material on the record, before the close of the deposition  
5 all protected testimony.

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

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive the  
14 Designating Party’s right to secure protection under this Order for such material. Upon  
15 timely correction of a designation, the Receiving Party must make reasonable efforts  
16 to assure that the material is treated in accordance with the provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time that is consistent with the Court’s  
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute  
22 resolution process under Civil Local Rule 37-1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on  
24 the Designating Party. Frivolous challenges, and those made for an improper purpose  
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties), may  
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
27 or withdrawn the confidentiality designation, all parties shall continue to afford the  
28 material in question the level of protection to which it is entitled under the

1 Producing Party’s designation until the Court rules on the challenge.

2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that  
4 is disclosed or produced by another Party or by a Non-Party in connection with this  
5 Action only for prosecuting, defending, or attempting to settle this Action. Such  
6 Protected Material may be disclosed only to the categories of persons and under the  
7 conditions described in this Order. When the Action has been terminated, a  
8 Receiving Party must comply with the provisions of Section 13 below (FINAL  
9 DISPOSITION).

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

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
14 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
15 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
16 only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
18 well as employees of said Outside Counsel of Record to whom it is reasonably  
19 necessary to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of  
21 the Receiving Party to whom disclosure is reasonably necessary for this Action and  
22 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (c) Experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;

28 (f) professional jury or trial consultants, mock jurors, and Professional



1 Vendors to whom disclosure is reasonably necessary for this Action and who have  
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

5 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
6 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
7 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
8 not be permitted to keep any confidential information unless they sign the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
10 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
11 testimony or exhibits to depositions that reveal Protected Material may be separately  
12 bound by the court reporter and may not be disclosed to anyone except as permitted  
13 under this Stipulated Protective Order; and

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

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES  
17 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in  
18 writing by the Designating Party, a Receiving Party may disclose any information or  
19 item designated “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” only  
20 to:

21 (a) The Receiving Party’s Outside Counsel of Record in this action and  
22 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
23 disclose the information for this Action, as well as one (1) In-House Counsel  
24 responsible for managing the litigation, who is not involved in the drafting, preparation,  
25 or negotiation of content licensing deals, and who has signed the “Acknowledgment  
26 and Agreement to Be Bound” (Exhibit A);

27 (b) Experts (as defined in this Order) of the Receiving Party to whom  
28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (c) The Court and its personnel;

3 (d) Court reporters and their staff;

4 (e) Professional jury or trial consultants, mock jurors, and Professional  
5 Vendors to whom disclosure is reasonably necessary for this Action and who have  
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (f) The author or recipient of a document containing the information or a  
8 custodian or other person who otherwise already possessed or knew the information  
9 prior to its disclosure by the Receiving Party;

10 (g) During their depositions, witnesses, and attorneys for witnesses, who  
11 already possessed or knew the information prior to the deposition and who have signed  
12 the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

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

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
16 OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation that  
18 compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES  
20 ONLY” that Party must:

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

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

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

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

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

12 (a) The terms of this Order are applicable to information produced by a  
13 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
14 CONFIDENTIAL – ATTORNEY’S EYES ONLY.” Such information produced by  
15 Non-Parties in connection with this litigation is protected by the remedies and relief  
16 provided by this Order. Nothing in these provisions should be construed as prohibiting  
17 a Non-Party from seeking additional protections.

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

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

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

28 (3) make the information requested available for inspection by the

1 Non-Party, if requested.

2 (c) If the Non-Party fails to seek a protective order from this Court within  
3 14 days of receiving the notice and accompanying information, the Receiving Party  
4 may produce the Non-Party's confidential information responsive to the discovery  
5 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
6 produce any information in its possession or control that is subject to the confidentiality  
7 agreement with the Non-Party before a determination by the Court. Absent a court  
8 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
9 protection in this Court of its Protected Material.

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
20 PROTECTED MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain  
22 inadvertently produced material is subject to a claim of privilege or other protection,  
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
25 may be established in an e-discovery order that provides for production without prior  
26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
27 parties reach an agreement on the effect of disclosure of a communication or  
28 information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted to  
2 the Court.

3 12. MISCELLANEOUS

4 12.1 Right to Relief. Nothing in this Order abridges the right of any person  
5 to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order, no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
13 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
14 Protected Material at issue. If a Party's request to file Protected Material under seal is  
15 denied by the court, then the Receiving Party may file the information in the public  
16 record unless otherwise instructed by the court.

17 13. FINAL DISPOSITION

18 Within 60 days after the final disposition of this Action, as defined in Section 4  
19 (DURATION), each Receiving Party must return all Protected Material to the  
20 Producing Party or destroy such material. As used in this subdivision, "all Protected  
21 Material" includes all copies, abstracts, compilations, summaries, and any other format  
22 reproducing or capturing any of the Protected Material. Whether the Protected  
23 Material is returned or destroyed, the Receiving Party must submit a written  
24 certification to the Producing Party (and, if not the same person or entity, to the  
25 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
26 appropriate) all the Protected Material that was returned or destroyed; and (2) affirms  
27 that the Receiving Party has not retained any copies, abstracts, compilations,  
28 summaries, or any other format reproducing or capturing any of the Protected Material.

1 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
2 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
3 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
4 and consultant and expert work product, even if such materials contain Protected  
5 Material. Any such archival copies that contain or constitute Protected Material remain  
6 subject to this Protective Order as set forth in Section 4 (DURATION).

7 14. Any violation of this Order may be punished by any and all appropriate measures  
8 including, without limitation, contempt proceedings and/or monetary sanctions.

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10  
11 Dated: April 28, 2022

By: /s/ Stephen M. Doniger  
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18 Dated: April 28, 2022

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1 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories  
2 listed, and on whose behalf this filing is submitted, concur in the filing's content and  
3 have authorized the filing.

4  
5 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

6  
7 DATED: 4/29/22

8 /S/ CHARLES F. EICK

9 Honorable Charles F. Eick  
10 United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty  
6 of perjury that I have read in its entirety and understand the Stipulated Protective Order  
7 that was issued by the United States District Court for the Central District of California  
8 on \_\_\_\_\_ [date] in the case of *Stross v. Twitter, Inc. et*  
9 *al.*, Case No. 2:21-cv-08360-SVW-E. I agree to comply with and to be bound by all  
10 the terms of this Stipulated Protective Order, and I understand and acknowledge that  
11 failure to so comply could expose me to sanctions and punishment in the nature of  
12 contempt. I solemnly promise that I will not disclose in any manner any information  
13 or item that is subject to this Stipulated Protective Order to any person or entity except  
14 in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint \_\_\_\_\_ [print  
19 or type full name] of \_\_\_\_\_ [print or type full address  
20 and 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 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_