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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA
ex rel. AZIZA GEORGIAN,

Plaintiffs,

v.

US GC INVESTMENT LP et al.,

Defendants.

Case No. 2:22-cv-2182 AB-PDx

STIPULATED PROTECTIVE
ORDER¹

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.

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Patricia Donahue's Procedures.

1 B. GOOD CAUSE STATEMENT

2 This action is likely to involve commercial, financial, and/or proprietary
3 information for which special protection from public disclosure and from use for any
4 purpose other than prosecution of this action is warranted. Such confidential and
5 proprietary materials and information consist of, among other things, confidential
6 business or financial information, information regarding confidential business
7 practices, or other commercial information (including information implicating
8 privacy rights of third parties), information otherwise generally unavailable to the
9 public, or which may be privileged or otherwise protected from disclosure under
10 state or federal statutes, court rules, case decisions, or common law. Accordingly, to
11 expedite the flow of information, to facilitate the prompt resolution of disputes over
12 confidentiality of discovery materials, to adequately protect information the parties
13 are entitled to keep confidential, to ensure that the parties are permitted reasonable
14 necessary uses of such material in preparation for and in the conduct of trial, to
15 address their handling at the end of the litigation, and serve the ends of justice, a
16 protective order for such information is justified in this matter. It is the intent of the
17 parties that information will not be designated as confidential for tactical reasons
18 and that nothing be so designated without a good faith belief that it has been
19 maintained in a confidential, non-public manner, and there is good cause why it
20 should not be part of the public record of this case.

21
22 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

23 The parties further acknowledge, as set forth in Section 12.3, below, that this
24 Stipulated Protective Order does not entitle them to file confidential information
25 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
26 the standards that will be applied when a party seeks permission from the court to
27 file material under seal.

28 There is a strong presumption that the public has a right of access to judicial

1 proceedings and records in civil cases. In connection with non-dispositive motions,
2 good cause must be shown to support a filing under seal. See Kamakana v. City and
3 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors
4 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electrics,
5 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
6 good cause showing), and a specific showing of good cause or compelling reasons
7 with proper evidentiary support and legal justification, must be made with respect to
8 Protected Material that a party seeks to file under seal. The parties' mere designation
9 of Disclosure or Discovery Material as CONFIDENTIAL or CONFIDENTIAL-
10 COUNSELS' EYES ONLY does not—without the submission of competent
11 evidence by declaration, establishing that the material sought to be filed under seal
12 qualifies as confidential, privileged, or otherwise protectable—constitute good
13 cause.

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

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

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2. DEFINITIONS

2.1 Action: this pending federal lawsuit

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

2.3 “CONFIDENTIAL” or “CONFIDENTIAL-COUNSELS’ EYES ONLY” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

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

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

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

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm which
2 has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16
17 3. SCOPE

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

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

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26 4. DURATION

27 FINAL DISPOSITION of the action is defined as the conclusion of any
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1 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
2 has run. Except as set forth below, the terms of this protective order apply through
3 FINAL DISPOSITION of the action. The parties may stipulate that they will be
4 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,
5 but will have to file a separate action for enforcement of the agreement once all
6 proceedings in this case are complete.

7 Once a case proceeds to trial, information that was designated as
8 CONFIDENTIAL or CONFIDENTIAL-COUNSELS' EYES ONLY or maintained
9 pursuant to this protective order used or introduced as an exhibit at trial becomes
10 public and will be presumptively available to all members of the public, including
11 the press, unless compelling reasons supported by specific factual findings to proceed
12 otherwise are made to the trial judge in advance of the trial. See Kamakana, 447 F.3d
13 at 1180-81 (distinguishing “good cause” showing for sealing documents produced in
14 discovery from “compelling reasons” standard when merits-related documents are
15 part of court record). Accordingly, for such materials, the terms of this protective
16 order do not extend beyond the commencement of the trial.

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18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

13 Designation in conformity with this Order requires:

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

22 A Party or Non-Party that makes original documents available for inspection
23 need not designate them for protection until after the inspecting Party has indicated
24 which documents it would like copied and produced. During the inspection and
25 before the designation, all of the material made available for inspection shall be
26 deemed "CONFIDENTIAL-COUNSELS' EYES ONLY." After the inspecting
27 Party has identified the documents it wants copied and produced, the Producing Party
28 must determine which documents, or portions thereof, qualify for protection under

1 this Order. Then, before producing the specified documents, the Producing Party
2 must affix the appropriate “CONFIDENTIAL legend” to each page that contains
3 Protected Material. If only a portion or portions of the material on a page qualifies
4 for protection, the Producing Party also must clearly identify the protected portion(s)
5 (e.g., by making appropriate markings in the margins).

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

9 (c) for information produced in some form other than documentary and for
10 any other tangible items, that the Producing Party affix in a prominent place on the
11 exterior of the container or containers in which the information is stored the
12 appropriate “CONFIDENTIAL legend.” If only a portion or portions of the
13 information warrants protection, the Producing Party, to the extent practicable, shall
14 identify the protected portion(s).

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

21 22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time that is consistent with the Court’s
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
27 resolution process under Local Rule 37.1 et seq.

28 6.3 The burden of persuasion in any such challenge proceeding shall be on

1 the Designating Party. Frivolous challenges, and those made for an improper purpose
2 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
3 expose the Challenging Party to sanctions. Unless the Designating Party has waived
4 or withdrawn the confidentiality designation, all parties shall continue to afford the
5 material in question the level of protection to which it is entitled under the Producing
6 Party's designation until the Court rules on the challenge.

7
8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

19 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
20 otherwise ordered by the court or permitted in writing by the Designating Party, a
21 Receiving Party may disclose any information or item designated
22 "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
24 as employees of said Outside Counsel of Record to whom it is reasonably necessary
25 to disclose the information for this Action;

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

28 (c) Experts (as defined in this Order) of the Receiving Party to whom

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

3 (d) the court and its personnel;

4 (e) court reporters and their staff;

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

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

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

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

21 7.3 Disclosure of “CONFIDENTIAL-COUNSELS’ EYES ONLY”
22 Information or Items. Unless otherwise ordered by the court or permitted in writing
23 by the Designating Party, a Receiving Party may disclose any information or item
24 designated “CONFIDENTIAL-COUNSELS’ EYES ONLY” only to:

25 (a) the Receiving Party’s Counsel of Record in this Action, whether
26 Outside or House, as well as employees of said Counsel of Record to whom it is
27 reasonably necessary to disclose the information for this Action;

28 (c) Experts (as defined in this Order) of the Receiving Party to whom

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

3 (d) the court and its personnel;

4 (e) court reporters and their staff;

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

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

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

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

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
22 IN OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation
24 that compels disclosure of any information or items designated in this Action as
25 “CONFIDENTIAL” or “CONFIDENTIAL-COUNSELS’ EYES ONLY,” that Party
26 must:

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

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

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

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

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

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

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

1 confidential information, then the Party shall:

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

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

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

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

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19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
25 persons to whom unauthorized disclosures were made of all the terms of this Order,
26 and (d) request such person or persons to execute the "Acknowledgment and
27 Agreement to Be Bound" that is attached hereto as Exhibit A.
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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

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

13
14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in this
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any
21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
24 only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. If a Party's request to file Protected Material
26 under seal is denied by the court, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the court.
28

1 13. FINAL DISPOSITION

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

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

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

6
7 DATED: Feb. 2, 2024

8
9 /s/ Patrick S. Almonrode
10 Attorneys for Plaintiff Aziza Georgian

11
12 DATED: Feb. 2, 2024

13
14 /s Diana Spielberger
15 Attorneys for Defendants

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17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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19 DATED: February 05, 2024

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22 _____
23 Patricia Donahue
24 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 [date] in the case of United States ex rel. Aziza Georgian v. US GC Investment LP et al., 2:22-cv-2182-AB-PDx. I agree to comply with and to be bound by all the terms of this 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 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: _____

Printed name: _____

Signature: _____