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

MICHAEL KELLEY
Plaintiff(s),
v.
PENSKE MEDIA CORPORATION, et
al.,
Defendant(s).

Case No. 2:23-cv-01718-JAK-ADS

STIPULATED PROTECTIVE ORDER

I. PURPOSES AND LIMITATIONS

A. 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

1 public disclosure and use extends only to the limited information or items that
2 are entitled to confidential treatment under the applicable legal principles. The
3 parties further acknowledge, as set forth in Section XIII(C), below, that this
4 Stipulated Protective Order does not entitle them to file confidential information
5 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
6 and the standards that will be applied when a party seeks permission from the
7 Court to file material under seal.

8 **II. GOOD CAUSE STATEMENT**

9 A. This action is likely to involve customer and pricing lists and other
10 valuable and competitively sensitive commercial, financial, and/or proprietary
11 information for which special protection from public disclosure and from use for
12 any purpose other than prosecution of this action is warranted. Such
13 confidential and proprietary materials and information consist of, among other
14 things, confidential business or financial information and license terms,
15 information regarding confidential business practices and pricing, or other
16 sensitive and confidential commercial information (including information
17 implicating privacy rights of third parties), information otherwise generally
18 unavailable to the public or to the parties' business competitors, or which may
19 be privileged or otherwise protected from disclosure under state or federal
20 statutes, court rules, case decisions, or common law. Accordingly, to expedite
21 the flow of information, to facilitate the prompt resolution of disputes over
22 confidentiality of discovery materials, to adequately protect information the
23 parties are entitled to keep confidential, to ensure that the parties are permitted
24 reasonable necessary uses of such material in preparation for and in the conduct

1 of trial, to address their handling at the end of the litigation, and serve the ends
2 of justice, a protective order for such information is justified in this matter. It is
3 the intent of the parties that information will not be designated as confidential
4 for tactical reasons and that nothing be so designated without a good faith belief
5 that it has been maintained in a confidential, non-public manner, and there is
6 good cause why it should not be part of the public record of this case.

7 **III. DEFINITIONS**

8 A. Action: This pending federal law suit.

9 B. Challenging Party: A Party or Non-Party that challenges the designation
10 of information or items under this Order.

11 C. “CONFIDENTIAL” Information or Items: Information (regardless of how
12 it is generated, stored or maintained) or tangible things that qualify for
13 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
14 the Good Cause Statement.

15 D. “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or
16 Items: extremely sensitive “CONFIDENTIAL” Information or Items, the
17 disclosure of which to another Party or Non-Party would create a substantial risk
18 of serious harm that could not be avoided by less restrictive means.

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

21 F. Designating Party: A Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
24 ONLY.”

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

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

9 I. House Counsel: Attorneys who are employees of a party to this Action.
10 House Counsel does not include Outside Counsel of Record or any other outside
11 counsel.

12 J. Non-Party: Any natural person, partnership, corporation, association, or
13 other legal entity not named as a Party to this action.

14 K. Outside Counsel of Record: Attorneys who are not employees of a party
15 to this Action but are retained to represent or advise a party to this Action and
16 have appeared in this Action on behalf of that party or are affiliated with a law
17 firm which has appeared on behalf of that party, and includes support staff.

18 L. Party: Any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, and Outside Counsel of Record (and
20 their support staffs).

21 M. Producing Party: A Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

23 N. Professional Vendors: Persons or entities that provide litigation support
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or
2 medium) and their employees and subcontractors.

3 O. Protected Material: Any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
5 ATTORNEYS’ EYES ONLY.”

6 P. Receiving Party: A Party that receives Disclosure or Discovery Material
7 from a Producing Party.

8 **IV. SCOPE**

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

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

16 **V. DURATION**

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

1 **VI. DESIGNATING PROTECTED MATERIAL**

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

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

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

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

20 B. Manner and Timing of Designations

21 1. Except as otherwise provided in this Order (*see, e.g.*, Section
22 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
23 Discovery Material that qualifies for protection under this Order must be
24 clearly so designated before the material is disclosed or produced.

1 2. Designation in conformity with this Order requires the following:

2 a. For information in documentary form (e.g., paper or
3 electronic documents, but excluding transcripts of depositions or
4 other pretrial or trial proceedings), that the Producing Party affix
5 at a minimum, the legend “CONFIDENTIAL” (hereinafter
6 “CONFIDENTIAL legend”) or “HIGHLY CONFIDENTIAL --
7 ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY
8 CONFIDENTIAL legend”), to each page that contains protected
9 material. If only a portion or portions of the material on a page
10 qualifies for protection, the Producing Party also must clearly
11 identify the protected portion(s) (e.g., by making appropriate
12 markings in the margins).

13 b. A Party or Non-Party that makes original documents
14 available for inspection need not designate them for protection
15 until after the inspecting Party has indicated which documents it
16 would like copied and produced. During the inspection and before
17 the designation, all of the material made available for inspection
18 shall be deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
19 -- ATTORNEYS’ EYES ONLY.” After the inspecting Party has
20 identified the documents it wants copied and produced, the
21 Producing Party must determine which documents, or portions
22 thereof, qualify for protection under this Order. Then, before
23 producing the specified documents, the Producing Party must affix
24 the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY" legend to each page that contains
2 Protected Material. If only a portion or portions of the material on
3 a page qualifies for protection, the Producing Party also must
4 clearly identify the protected portion(s) (e.g., by making
5 appropriate markings in the margins).

6 c. For testimony given in depositions, that the Designating
7 Party identify the Disclosure or Discovery Material on the record,
8 before the close of the deposition all protected testimony. When it
9 is impractical to identify separately each portion of testimony that
10 is entitled to protection and it appears that substantial portions of
11 the testimony may qualify for protection, the Designating Party
12 may invoke on the record (before the deposition, hearing, or other
13 proceeding is concluded) a right to have up to 21 days to identify
14 the specific portions of the testimony as to which protection is
15 sought and to specify the level of protection being asserted. Only
16 those portions of the testimony that are appropriately designated
17 for protection within the 21 days shall be covered by the provisions
18 of this Stipulated Protective Order. Alternatively, a Designating
19 Party may specify, at the deposition or up to 21 days afterwards if
20 that period is properly invoked, that the entire transcript shall be
21 treated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
22 ATTORNEYS' EYES ONLY." Any transcript that is prepared
23 before the expiration of a 21-day period for designation shall be
24 treated during that period as if it had been designated "HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety
2 unless otherwise agreed. After the expiration of that period, the
3 transcript shall be treated only as actually designated.

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

12 C. Inadvertent Failure to Designate

13 1. If timely corrected, an inadvertent failure to designate qualified
14 information or items does not, standing alone, waive the Designating
15 Party’s right to secure protection under this Order for such material.

16 Upon timely correction of a designation, the Receiving Party must make
17 reasonable efforts to assure that the material is treated in accordance with
18 the provisions of this Order.

19 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 A. Timing of Challenges

21 1. Any party or Non-Party may challenge a designation of
22 confidentiality at any time that is consistent with the Court’s Scheduling
23 Order.

24 B. Meet and Confer

1 1. The Challenging Party shall initiate the dispute resolution process
2 under Local Rule 37.1 et seq.

3 C. The burden of persuasion in any such challenge proceeding shall be on
4 the Designating Party. Frivolous challenges, and those made for an improper
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
6 parties) may expose the Challenging Party to sanctions. Unless the Designating
7 Party has waived or withdrawn the confidentiality designation, all parties shall
8 continue to afford the material in question the level of protection to which it is
9 entitled under the Producing Party’s designation until the Court rules on the
10 challenge.

11 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 A. Basic Principles

13 1. A Receiving Party may use Protected Material that is disclosed or
14 produced by another Party or by a Non-Party in connection with this
15 Action only for prosecuting, defending, or attempting to settle this Action.
16 Such Protected Material may be disclosed only to the categories of
17 persons and under the conditions described in this Order. When the
18 Action has been terminated, a Receiving Party must comply with the
19 provisions of Section XIV below.

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

23 B. Disclosure of “CONFIDENTIAL” Information or Items
24

1 1. Unless otherwise ordered by the Court or permitted in writing by
2 the Designating Party, a Receiving Party may disclose any information or
3 item designated “CONFIDENTIAL” only to:

4 a. The Receiving Party’s Outside Counsel of Record in this
5 Action, as well as employees of said Outside Counsel of Record to
6 whom it is reasonably necessary to disclose the information for this
7 Action;

8 b. The officers, directors, and employees (including House
9 Counsel) of the Receiving Party to whom disclosure is reasonably
10 necessary for this Action;

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

15 d. The Court and its personnel;

16 e. Court reporters and their staff;

17 f. Professional jury or trial consultants, mock jurors, and
18 Professional Vendors to whom disclosure is reasonably necessary
19 for this Action and who have signed the “Acknowledgment and
20 Agreement to be Bound” attached as Exhibit A hereto;

21 g. The author or recipient of a document containing the
22 information or a custodian or other person who otherwise
23 possessed or knew the information;
24

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

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

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

21 a. the Receiving Party’s Outside Counsel of Record, as well as
22 employees of said Outside Counsel of Record to whom it is
23 reasonably necessary to disclose the information for this Action;
24

1 b. the Receiving Party’s House Counsel, to whom disclosure is
2 reasonably necessary in this Action;

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

7 d. the court and its personnel;

8 e. private court reporters and their staff to whom disclosure is
9 reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

18 h. During their deposition(s), the Rule 30(b)(6) witness(es) for
19 the Designating Party. Pages of transcribed deposition testimony
20 or exhibits to depositions that reveal Protected Material may be
21 separately bound by the court reporter and may not be disclosed to
22 anyone except as permitted under this Stipulated Protective Order;
23 and

1 i. any mediator or settlement officer, and their supporting
2 personnel, mutually agreed upon by any of the parties engaged in
3 settlement discussions.

4 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
5 **IN OTHER LITIGATION**

6 A. If a Party is served with a subpoena or a court order issued in other
7 litigation that compels disclosure of any information or items designated in this
8 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
9 EYES ONLY,” that Party must:

10 1. Promptly notify in writing the Designating Party. Such notification
11 shall include a copy of the subpoena or court order;

12 2. Promptly notify in writing the party who caused the subpoena or
13 order to issue in the other litigation that some or all of the material
14 covered by the subpoena or order is subject to this Protective Order. Such
15 notification shall include a copy of this Stipulated Protective Order; and

16 3. Cooperate with respect to all reasonable procedures sought to be
17 pursued by the Designating Party whose Protected Material may be
18 affected.

19 B. If the Designating Party timely seeks a protective order, the Party served
20 with the subpoena or court order shall not produce any information designated
21 in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
22 ATTORNEYS’ EYES ONLY” before a determination by the Court from which the
23 subpoena or order issued, unless the Party has obtained the Designating Party’s
24 permission. The Designating Party shall bear the burden and expense of seeking

1 protection in that court of its confidential material and nothing in these
2 provisions should be construed as authorizing or encouraging a Receiving Party
3 in this Action to disobey a lawful directive from another court.

4 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
5 **PRODUCED IN THIS LITIGATION**

6 A. The terms of this Order are applicable to information produced by a Non-
7 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
8 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by
9 Non-Parties in connection with this litigation is protected by the remedies and
10 relief provided by this Order. Nothing in these provisions should be construed
11 as prohibiting a Non-Party from seeking additional protections.

12 B. In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party’s confidential information in its possession, and the Party
14 is subject to an agreement with the Non-Party not to produce the Non-Party’s
15 confidential information, then the Party shall:

- 16 1. Promptly notify in writing the Requesting Party and the Non-Party
17 that some or all of the information requested is subject to a
18 confidentiality agreement with a Non-Party;
- 19 2. Promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a
21 reasonably specific description of the information requested; and
- 22 3. Make the information requested available for inspection by the
23 Non-Party, if requested.

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

10 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
12 disclosed Protected Material to any person or in any circumstance not
13 authorized under this Stipulated Protective Order, the Receiving Party must
14 immediately (1) notify in writing the Designating Party of the unauthorized
15 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
16 Protected Material, (3) inform the person or persons to whom unauthorized
17 disclosures were made of all the terms of this Order, and (4) request such person
18 or persons to execute the "Acknowledgment and Agreement to be Bound" that is
19 attached hereto as Exhibit A.

20 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
21 **PROTECTED MATERIAL**

22 A. When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other
24 protection, the obligations of the Receiving Parties are those set forth in Federal

1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
2 whatever procedure may be established in an e-discovery order that provides for
3 production without prior privilege review. Pursuant to Federal Rule of Evidence
4 502(d) and (e), insofar as the parties reach an agreement on the effect of
5 disclosure of a communication or information covered by the attorney-client
6 privilege or work product protection, the parties may incorporate their
7 agreement in the Stipulated Protective Order submitted to the Court.

8 **XIII. MISCELLANEOUS**

9 A. Right to Further Relief

10 1. Nothing in this Order abridges the right of any person to seek its
11 modification by the Court in the future.

12 B. Right to Assert Other Objections

13 1. By stipulating to the entry of this Protective Order, no Party waives
14 any right it otherwise would have to object to disclosing or producing any
15 information or item on any ground not addressed in this Stipulated
16 Protective Order. Similarly, no Party waives any right to object on any
17 ground to use in evidence of any of the material covered by this Protective
18 Order.

19 C. Filing Protected Material

20 1. A Party that seeks to file under seal any Protected Material must
21 comply with Civil Local Rule 79-5. Protected Material may only be filed
22 under seal pursuant to a court order authorizing the sealing of the specific
23 Protected Material at issue. If a Party's request to file Protected Material
24

1 under seal is denied by the Court, then the Receiving Party may file the
2 information in the public record unless otherwise instructed by the Court.

3 **XIV. FINAL DISPOSITION**

4 A. After the final disposition of this Action, as defined in Section V, within
5 sixty (60) days of a written request by the Designating Party, each Receiving
6 Party must return all Protected Material to the Producing Party or destroy such
7 material. As used in this subdivision, “all Protected Material” includes all copies,
8 abstracts, compilations, summaries, and any other format reproducing or
9 capturing any of the Protected Material. Whether the Protected Material is
10 returned or destroyed, the Receiving Party must submit a written certification to
11 the Producing Party (and, if not the same person or entity, to the Designating
12 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)
13 all the Protected Material that was returned or destroyed and (2) affirms that the
14 Receiving Party has not retained any copies, abstracts, compilations, summaries
15 or any other format reproducing or capturing any of the Protected Material.

16 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
17 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
18 memoranda, correspondence, deposition and trial exhibits, expert reports,
19 attorney work product, and consultant and expert work product, even if such
20 materials contain Protected Material. Any such archival copies that contain or
21 constitute Protected Material remain subject to this Protective Order as set forth
22 in Section V.

1 B. 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.
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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 Dated: February 6, 2024

3 /s/ Benjamin F. Tookey
4 Stephen M. Doniger
5 stephen@donigerlawfirm.com
6 Benjamin F. Tookey
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12 *Attorneys for Plaintiff*

8 Dated: February 6, 2024

9 /s/ Kevin Vick
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14 Los Angeles, CA 90071
15 Tel: 310-870-7048
16 Fax: 310-870-7010
17 *Attorney for Defendants*

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

15 Dated: 02/07/2024

16 /s/ Autumn D. Spaeth
17 HONORABLE AUTUMN D. SPAETH
18 United States Magistrate Judge

1 **EXHIBIT A**
2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____
4 _____ [print or type full address], declare under penalty of perjury that I
5 have read in its entirety and understand the Stipulated Protective Order that was issue
6 by the United States District Court for the Central District of California on [DATE] in
7 the case of *Michael Kelley v. Penske Media Corporation, et al.*, Case No. 2:23-cv-
8 01718-JAK-ADS. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly 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 Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or
18 type full name] of _____ [print or type full address and
19 telephone number] as my California agent for service of process in connection with this
20 action or any proceedings related to enforcement of this Stipulated Protective Order.

21 Date: _____

22 City and State where sworn and signed: _____

23 Printed Name: _____

24 Signature: _____