

1 Tionna Grace Carvalho (SBN 299010)
 2 Email: tcarvalho@slpattorney.com
 3 Tara Mejia (SBN 344049)
 4 Email: tmejia@slpattorney.com
 5 (emailservice@slpattorney.com)
 6 **STRATEGIC LEGAL PRACTICES**
 7 **A PROFESSIONAL CORPORATION**
 1888 Century Park East, Floor 19
 Los Angeles, CA 90067
 Telephone: (310) 929-4900
 Facsimile: (310) 943-3838
 Attorneys for Plaintiff,
 SALVADOR CORREA

8 ELIZABETH V. MCNULTY (SBN 192455)
 9 Email: emcnulty@efsmmlaw.com
 10 JOSHUA D. COOLS (SBN 319531)
 11 Email: jcools@efsmmlaw.com
 12 SAMANTHA M. GERAGHTY
 13 Email: sgeraghty@efsmmlaw.com
 14 **EVANS FEARS SCHUTTERT MCNULTY MICKUS**
 1 PARK PLAZA, SUITE 500
 IRVINE, CA 92614
 Telephone: (949) 301-9464
 Facsimile: (949) 966-0706
 Attorneys for Defendant
 FORD MOTOR COMPANY

15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA

17 SALVADOR CORREA,
 18
 19 Plaintiff,
 20 v.
 21 FORD MOTOR COMPANY; and
 22 DOES 1 through 10, inclusive,
 Defendants.

Case No. 2:23-cv-02389-AB-PD
 Judge: Hon. Andre Birotte
 Magistrate: Patricia A. Donahue

STIPULATED PROTECTIVE
 ORDER¹

23 1. A. PURPOSES AND LIMITATIONS

24 Disclosure and discovery in this action is likely to involve production of
 25 confidential, proprietary, commercially sensitive, personally identifiable information
 26

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

1 (“PII”) or private information for which special protection from public disclosure
2 and from use for any purpose other than prosecuting this litigation may be warranted.
3 Accordingly, the parties hereby stipulate to and petition the Court to enter the
4 following Stipulated Protective Order. The parties acknowledge that this Order does
5 not confer blanket protections on all disclosures or responses to discovery and that
6 the protection it affords from public disclosure and use extends only to the limited
7 information or items that are entitled to confidential treatment under the applicable
8 legal principles.

9 B. GOOD CAUSE STATEMENT

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

1 non-public manner, and there is good cause why it should not be part of the public
2 record of this case.

3 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

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

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

22 Further, if a party requests sealing related to a dispositive motion or trial, then
23 compelling reasons, not only good cause, for the sealing must be shown, and the
24 relief sought shall be narrowly tailored to serve the specific interest to be protected.
25 See Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
26 item or type of information, document, or thing sought to be filed or introduced under
27 seal in connection with a dispositive motion or trial, the party seeking protection
28 must articulate compelling reasons, supported by specific facts and legal

1 justification, for the requested sealing order. Again, competent evidence supporting
2 the application to file documents under seal must be provided by declaration.

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

9 2. DEFINITIONS

10 2.1 Challenging Party: a Party or Non-Party that challenges
11 the designation of information or items under this Order.

12 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
13 how it is generated, stored or maintained) or tangible things that qualify for
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
15 Good Cause Statement.

16 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as
17 their support staff).

18 2.4 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL” Or “SUBJECT TO PROTECTIVE ORDER.”

21 2.5 Disclosure or Discovery Material: all items or information, regardless
22 of the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced or
24 generated in disclosures or responses to discovery in this matter.

25 2.6 Expert: a non-attorney person with specialized knowledge or
26 experience in a matter pertinent to the litigation who has been retained by a Party or
27 its counsel to serve as an expert witness or as a consultant in this Action, provided
28 that no disclosure shall be made to any expert or consultant who is employed by a

1 competitor of the Designating Party.

2 2.7 House Counsel: attorneys who are employees of a party to this Action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 2.8 Non-Party: any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

7 2.9 Outside Counsel of Record: attorneys who are not employees of a party
8 to this Action but are retained to represent or advise a party to this Action and have
9 appeared in this Action on behalf of that party or are affiliated with a law firm which
10 has appeared on behalf of that party, and includes support staff.

11 2.10 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 2.12 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 2.13 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

22 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
23 from a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
28 compilations of Protected Material; and (3) any testimony, conversations, or

1 presentations by Parties or their Counsel that might reveal Protected Material.

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

4 4. DURATION

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

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

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or trial
20 proceedings), that the Producing Party affix at a minimum, the legend
21 "CONFIDENTIAL" or "SUBJECT TO PROTECTIVE ORDER" , to each page that
22 contains protected material. If only a portion or portions of the material on a page
23 qualifies for protection,

24 A Party or Non-Party that makes original documents available for inspection
25 need not designate them for protection until after the inspecting Party has indicated
26 which documents it would like copied and produced. During the inspection and
27 before the designation, all of the material made available for inspection shall be
28 deemed "CONFIDENTIAL." After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must determine which
2 documents, or portions thereof, qualify for protection under this Order. Then, before
3 producing the specified documents, the Producing Party must affix the
4 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” legend to each
5 page that contains Protected Material.

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 legend
12 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

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

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be on
26 the Designating Party. Frivolous challenges, and those made for an improper purpose
27 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
28 expose the Challenging Party to sanctions. Unless the Designating Party has waived

1 or withdrawn the confidentiality designation, all parties shall continue to afford the
2 material in question the level of protection to which it is entitled under the Producing
3 Party's designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

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

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

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

27 (d) the court and its personnel;

28 (e) court reporters, videographers, and their staff, who are not personnel of

1 the court;

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

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

7 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
8 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
9 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
10 not be permitted to keep any confidential information unless they sign the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
12 agreed by the Designating Party or ordered by the court. Pages of transcribed
13 deposition testimony or exhibits to depositions that reveal Protected Material may
14 be separately bound by the court reporter and may not be disclosed to anyone except
15 as permitted under this Stipulated Protective Order. Nothing in this paragraph shall
16 limit the use of Ford documents in deposition of Ford representatives or employees
17 who have a legitimate need to see the information based on the intended subject
18 matter of the deposition; 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 “SUBJECT TO PROTECTIVE ORDER”, that Party must:

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

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

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

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

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

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

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

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

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

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

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

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
26 PROTECTED MATERIAL

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

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
12 person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this
14 Protective Order no Party waives any right it otherwise would have to object to
15 disclosing or producing any information or item on any ground not addressed in this
16 Stipulated 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 Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any
19 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
20 only be filed under seal pursuant to a court order authorizing the sealing of the
21 specific Protected Material at issue. If a Party's request to file Protected Material
22 under seal is denied by the court, then the Receiving Party may file the information
23 in the public record unless otherwise instructed by the court.

24 13. FINAL DISPOSITION

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

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1 The parties agree to meet and confer prior to moving to enforce compliance with this
2 provision.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: March 26, 2024 STRATEGIC LEGAL PRACTICES, A

By /s/ Elizabeth A. LaRocque
Elizabeth A. LaRocque
Attorneys for Plaintiff
SALVADOR CORREA

Dated: March 26, 2024 EVANS FEARS SCHUTTERT MCNULTY
MICKUS

By: /s/ Samantha M. Geraghty
Elizabeth V. McNulty
Joshua D. Cools
Samantha M. Geraghty
Attorneys for Defendant
FORD MOTOR COMPANY

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 27, 2024

Patricia Donahue
Patricia Donahue
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
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on [date] in the case of *SALVADOR CORREA V. FORD MOTOR COMPANY,*
8 *ET AL.*, Case No.: 2:23-cv-02389-AB-PD. I agree to comply with and to be bound
9 by all the terms of this Stipulated Protective Order and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose
12 in any manner any information or item that is subject to this Stipulated Protective
13 Order to any person or entity except in strict compliance with the provisions of this
14 Order.

15 I further agree to submit to the jurisdiction of the United States District Court for
16 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 or
19 type full name] of _____ [print or type full address and telephone number] as
20 my California agent for service of process in connection with this action or any
21 proceedings related to enforcement of this Stipulated Protective Order.

22
23 Date: _____

24
25 City and State where sworn and signed: _____

26
27 Printed name: _____

28
Signature: _____