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 CORPORATION

8  
 9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11 HEXLASTUDIOS, a Wyoming  
 12 limited liability company, and  
 13 ABDULLA WEBSTER, an  
 14 individual,  
 15 Plaintiffs,

16 v.

17 MARIAH ANGELIQUE PEREZ also  
 18 known as Mariah Angeliq, an  
 19 individual, URBAN OUTFITTERS,  
 20 Inc., a Pennsylvania corporation, and  
 21 PENSKE MEDIA CORPORATION,  
 22 a Delaware corporation,  
 23 Defendants.

) Case No.: 2:23-cv-03168 GW (KSx)  
 )  
 ) DISCOVERY MATTER  
 )  
 ) The Honorable Karen L. Stevenson  
 ) Courtroom 580  
 )  
 ) **STIPULATED PROTECTIVE ORDER<sup>1</sup>**  
 )

) Action Filed: April 27, 2023  
 ) Trial Date: April 29, 2025

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 27 <sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order  
 28 provided under Magistrate Judge Karen L. Stevenson’s Procedures.

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, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve commercial, financial, and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, Plaintiffs' licensing agreements with third parties that Plaintiffs assert are confidential and require confidentiality protection such that Plaintiffs minimize the risk of being liable to third parties for disclosing the confidential contents of the licensing agreements without any confidentiality protections. Such confidential and proprietary materials further consist of financial information regarding confidential business practices and commercial information (including information implicating privacy rights of third parties), including confidential financial sales information.

1           Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
2 of disputes over confidentiality of discovery materials, to adequately protect information  
3 the parties are entitled to keep confidential, to ensure that the parties are permitted  
4 reasonable necessary uses of such material in preparation for and in the conduct of trial, to  
5 address their handling at the end of the litigation, and serve the ends of justice, a protective  
6 order for such information is justified in this matter. It is the intent of the parties that  
7 information will not be designated as confidential for tactical reasons and that nothing be  
8 so designated without a good faith belief that it has been maintained in a confidential, non-  
9 public manner, and there is good cause why it should not be part of the public record of  
10 this case.

11  
12 **2.     DEFINITIONS**

13           2.1     Action: This pending federal lawsuit, Case No.: 2:23-cv-03168 GW (KSx).

14           2.2     Challenging Party: a Party or Non-Party that challenges the designation of  
15 information or items under this Order.

16           2.3     “CONFIDENTIAL” Information or Items: information (regardless of how it  
17 is generated, stored or maintained) or tangible things that qualify for protection under  
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

19           2.4     Counsel: Outside Counsel of Record and House Counsel (as well as their  
20 support staff).

21           2.5     Designating Party: a Party or Non-Party that designates information or items  
22 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

24           2.6     Disclosure or Discovery Material: all items or information, regardless of the  
25 medium or manner in which it is generated, stored, or maintained (including, among other  
26 things, testimony, transcripts, and tangible things), that are produced or generated in  
27 disclosures or responses to discovery in this matter.

1           2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information  
2 or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to  
3 another Party or Non-Party would create a substantial risk of serious harm that could not  
4 be avoided by less restrictive means.

5           2.8 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
7 expert witness or as a consultant in this Action.

8           2.9 House Counsel: attorneys who are employees of a party to this Action. House  
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10          2.10 Non-Party: any natural person, partnership, corporation, association, or other  
11 legal entity not named as a Party to this action.

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

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

19          2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
20 Material in this Action n.

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

25          2.15 Protected Material: any Disclosure or Discovery Material that is designated  
26 as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
27 ONLY.”  
28

1           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from  
2 a Producing Party.

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4       3.     SCOPE

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

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

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13       4.     DURATION

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

21  
22       5.     DESIGNATING PROTECTED MATERIAL

23           5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
24 Party or Non-Party that designates information or items for protection under this Order  
25 must take care to limit any such designation to specific material that qualifies under the  
26 appropriate standards. The Designating Party must designate for protection only those parts  
27 of material, documents, items, or oral or written communications that qualify so that other  
28 portions of the material, documents, items, or communications for which protection is not

1 warranted are not swept unjustifiably within the ambit of this Order.

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

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

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
11 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
12 must be clearly so designated before the material is disclosed or 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 proceedings),  
16 that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY  
17 CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains protected  
18 material. If only a portion or portions of the material on a page qualifies for protection, the  
19 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
20 appropriate markings in the margins).

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

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

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

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

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

19  
20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

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

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

4  
5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

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 signed  
2 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 1 hereto; and (2) they will not  
8 be permitted to keep any confidential information unless they sign the “Acknowledgment  
9 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
10 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
11 depositions that reveal Protected Material may be separately bound by the court reporter  
12 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
13 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 – ATTORNEYS’ EYES ONLY”  
17 Information or Items. Unless otherwise ordered by the Court or permitted in writing by  
18 the Designating Party, a Receiving Party may disclose any information or item designated  
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
21 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
22 disclose the information for this litigation and who have signed the “Acknowledgment and  
23 Agreement to Be Bound” that is attached hereto as Exhibit A;

24 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
25 necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to  
26 Be Bound” (Exhibit A);

27 (c) the Court and its personnel;

1 (d) court reporters and their staff, professional jury or trial consultants, and  
2 Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
3 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

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

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
8 OTHER LITIGATION

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

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

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

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

20 If the Designating Party timely seeks a protective order, the Party served with the  
21 subpoena or court order shall not produce any information designated in this action as  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
23 before a determination by the court from which the subpoena or order issued, unless the  
24 Party has obtained the Designating Party’s permission. The Designating Party shall bear  
25 the burden and expense of seeking protection in that court of its confidential material and  
26 nothing in these provisions should be construed as authorizing or encouraging a Receiving  
27 Party in this Action to disobey a lawful directive from another court.  
28

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

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

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

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

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

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

21 (c) If the Non-Party fails to seek a protective order from this court within 14  
22 days of receiving the notice and accompanying information, the Receiving Party may  
23 produce the Non-Party’s confidential information responsive to the discovery request. If  
24 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
25 information in its possession or control that is subject to the confidentiality agreement with  
26 the Non-Party before a determination by the court. Absent a court order to the contrary, the  
27 Non-Party shall bear the burden and expense of seeking protection in this court of its  
28 Protected Material.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the  
5 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
6 unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
7 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
8 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
9 attached hereto as Exhibit A.

10  
11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
12 PROTECTED MATERIAL

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

22  
23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
25 to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
27 Order no Party waives any right it otherwise would have to object to disclosing or  
28 producing any information or item on any ground not addressed in this Stipulated

1 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
2 evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
4 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
5 under seal pursuant to a court order authorizing the sealing of the specific Protected  
6 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
7 court, then the Receiving Party may file the information in the public record unless  
8 otherwise instructed by the court.

9  
10 13. FINAL DISPOSITION

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

1 14. VIOLATION

2 Any violation of this Order may be punished by any and all appropriate measures  
3 including, without limitation, contempt proceedings and/or monetary sanctions.  
4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 **DATED:** August 23, 2024

Respectfully submitted,

8 **SINGH, SINGH & TRAUBEN, LLP**  
9 **MICHAEL A. TRAUBEN**

10 By: /s/ Michael A. Trauben

11 Michael A. Trauben

12 *Attorneys for Defendants*

13 MARIAH ANGELOU PÉREZ, URBAN  
14 OUTFITTERS, INC. and PENSKE MEDIA  
CORPORATION

15 **DATED:** August 23, 2024

Respectfully submitted,

17 **ENSO LAW, L.L.P.**  
18 **DAVID R. WELCH**

19 By: /s/ David R. Welch

20 David R. Welch

21 *Attorneys for Plaintiffs*

22 HEXLASTUDIOS LLC and ABDULLAH  
23 WEBSTER

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

25  
26 **DATED:** August 28, 2024



27 **HON. KAREN L. STEVENSON**  
28 **CHIEF U.S. 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 was  
6 issued by the United States District Court for the Central District of California on [date] in  
7 the case of *Hexlastudios et al. v. Mariah Angelique Pérez*, Case No.: 2:23-cv-03168 GW  
8 (KSx). I agree to comply with and to be bound by all the terms of this Stipulated Protective  
9 Order and I understand and acknowledge that failure to so comply could expose me to  
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
11 disclose in any manner any information or item that is subject to this Stipulated Protective  
12 Order to any person or entity except in strict compliance with the provisions of this Order.  
13 I further agree to submit to the jurisdiction of the United States District Court for the  
14 Central District of California for the purpose of enforcing the terms of this Stipulated  
15 Protective Order, even if such enforcement proceedings occur after termination of this  
16 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
17 \_\_\_\_\_ [print or type full address and telephone  
18 number] as my California agent for service of process in connection with this action or any  
19 proceedings related to enforcement of this Stipulated Protective Order.

20 Date: \_\_\_\_\_

21 City and State where sworn and signed: \_\_\_\_\_

22  
23 Printed name: \_\_\_\_\_

24 Signature: \_\_\_\_\_  
25  
26  
27  
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1           The undersigned hereby attests, pursuant to Local Rule 5-4.3.4(a)(2)(i), that all other  
2 listed signatories on whose behalf this filing is submitted concur in the filing's content and  
3 have authorized the filing.

4 **DATED:** August 23, 2024

Respectfully submitted,

5  
6 **SINGH, SINGH & TRAUBEN, LLP**  
7 **MICHAEL A. TRAUBEN**

8 By:           /s/ Michael A. Trauben            
9 Michael A. Trauben

10 *Attorneys for Defendants*  
11 **MARIAH ANGELIQUE PÉREZ, URBAN**  
12 **OUTFITTERS, INC. and PENSKE MEDIA**  
13 **CORPORATION**

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