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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

RYAN C. DREXLER,

Defendant.

Case No. 2:23-cv-05102-MCS-JC

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 Rozella A. Oliver’s Procedures.

1 B. GOOD CAUSE STATEMENT

2 This action is likely to involve commercial, financial, and personal
3 information for which special protection from public disclosure and from use for
4 any purpose other than prosecution of this action is warranted. Such confidential
5 and proprietary materials and information consist of, among other things,
6 confidential transcripts of testimony given during the investigation of this action,
7 financial information and account statements, or commercial information (including
8 information implicating privacy rights of third parties, such as (a) a Social Security
9 or tax-identification number; (b) financial account numbers, including for a bank
10 account, credit card account, brokerage account, mortgage, or other loan; (c) the
11 home address and telephone number of any individual person; or (d) the birth date
12 of any individual person), information otherwise generally unavailable to the public,
13 or which may be privileged or otherwise protected from disclosure under state or
14 federal statutes, court rules, case decisions, or common law. Accordingly, to
15 expedite the flow of information, to facilitate the prompt resolution of disputes over
16 confidentiality of discovery materials, to adequately protect information the parties
17 are entitled to keep confidential, to ensure that the parties are permitted reasonable
18 necessary uses of such material in preparation for and in the conduct of trial, to
19 address their handling at the end of the litigation, and serve the ends of justice, a
20 protective order for such information is justified in this matter. It is the intent of the
21 parties that information will not be designated as confidential for tactical reasons
22 and that nothing be so designated without a good faith belief that it has been
23 maintained in a confidential, non-public manner, and there is good cause why it
24 should not be part of the public record of this case.

25 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

26 The parties further acknowledge, as set forth in Section 12.3, below, that this
27 Stipulated Protective Order does not entitle them to file confidential information
28 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed

1 and the standards that will be applied when a party seeks permission from the court
2 to file material under seal.

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

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

25 Any document that is not confidential, privileged, or otherwise protectable in
26 its entirety will not be filed under seal if the confidential portions can be redacted.
27 If documents can be redacted, then a redacted version for public viewing, omitting
28 only the confidential, privileged, or otherwise protectable portions of the document

1 shall be filed. Any application that seeks to file documents under seal in their
2 entirety should include an explanation of why redaction is not feasible.

3 D. ACKNOWLEDGMENT OF REDACTION OBLIGATIONS
4 REGARDLESS OF DESIGNATION

5 The parties acknowledge that, pursuant to Fed. R. Civ. P. 5.2, except for
6 filings made under seal or as otherwise provided otherwise provided in that rule, in
7 an electronic or paper filing with the court that contains an individual's social-
8 security number, taxpayer identification number, or birth date, the name of an
9 individual known to be a minor, or a financial-account number, a party or nonparty
10 making the filing may include only:

- 11 (1) the last four digits of the social-security number and taxpayer-
12 identification number;
13 (2) the year of the individual's birth;
14 (3) the minor's initials; and
15 (4) the last four digits of the financial-account number.

16 The parties further acknowledge that, pursuant to L.R. 5.2-1, except for
17 filings made under seal or as otherwise provided in that rule, the filer shall redact
18 passport numbers and driver license numbers in their entirety, and shall ensure that
19 any document that contains a home address (except any proof of service filed as
20 required by Federal Rule of Civil Procedure 4(1)) shall include only the city and
21 state.

22 2. DEFINITIONS

23 2.1 Action: this pending federal lawsuit captioned SEC v. Ryan C. Drexler,
24 No. 2:23-cv-05102-MCS-RAO

25 2.2 Challenging Party: a Party or Non-Party that challenges the
26 designation of information or items under this Order.

27 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
28 how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
2 the Good Cause Statement.

3 2.4 Counsel: Outside Counsel and House Counsel (as well as their support
4 staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL.”

8 2.6 Disclosure or Discovery Material: all items or information, regardless
9 of the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things) that are produced or
11 generated in disclosures or responses to formal or informal discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as
14 an expert witness or as a consultant in this Action.

15 2.8 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel or any other outside counsel.

17 2.9 Non-Party: any natural person, partnership, corporation, association or
18 other legal entity not named as a Party to this action.

19 2.10 Outside Counsel: attorneys who are not employees of a party to this
20 Action but are retained to represent or advise a party to this Action on matters
21 pertaining to this Action, or are affiliated with Outside Counsel’s law firm, which
22 includes support staff. If defendant Drexler has Outside Counsel who have not
23 appeared in this Action, they will sign Exhibit A before reviewing any Protected
24 Material.

25 2.11 Party: any party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel (and their support
27 staffs).

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1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery
10 Material from a Producing Party.

11 3. SCOPE

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

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

19 4. DURATION

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

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

15 The designation as “Confidential” of any or all records produced to the
16 Securities and Exchange Commission (“SEC”) in its pre-filing investigation of this
17 action shall not be deemed a prohibited mass, indiscriminate or routinized
18 designation.

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

22 5.2 Manner and Timing of Designations. Except for Disclosure or
23 Discovery Material that has been disclosed or produced to a Party prior to entry of
24 this Order, or as otherwise provided in this Order (*see, e.g.*, second paragraph of
25 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
26 Material that qualifies for protection under this Order must be clearly so designated
27 before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

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

8 A Party or Non-Party that makes original documents available for inspection
9 need not designate them for protection until after the inspecting Party has indicated
10 which documents it would like copied and produced. During the inspection and
11 before the designation, all of the material made available for inspection shall be
12 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
13 documents it wants copied and produced, the Producing Party must determine which
14 documents, or portions thereof, qualify for protection under this Order. Then,
15 before producing the specified documents, the Producing Party must affix the
16 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
17 portion of the material on a page qualifies for protection, the Producing Party also
18 must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings
19 in the margins).

20 (b) for information produced to Plaintiff SEC in the pre-filing
21 investigation of this action, Plaintiff may designate such material as Confidential by
22 identifying it in writing to the Receiving Party. Such designation must include the
23 custodian of such production and Bates range/document identifier range.

24 (c) for testimony given in depositions, that the Designating Party
25 identifies the Disclosure or Discovery Material to be designated Confidential on the
26 record before the close of the deposition all protected testimony.

27 (d) for information produced in some form other than documentary and
28 for any other tangible items, that the Producing Party affix in a prominent place on

1 the exterior of the container or containers in which the information is stored the
2 legend “CONFIDENTIAL.” If only a portion or portions of the information
3 warrants protection, the Producing Party, to the extent practicable, shall identify the
4 protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate qualified information or items does not, standing alone, waive
7 the Designating Party’s right to secure protection under this Order for such material.
8 Upon timely correction of a designation, the Receiving Party must make reasonable
9 efforts to assure that the material is treated in accordance with the provisions of this
10 Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
13 designation of confidentiality at any time that is consistent with the Court’s
14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process under Local Rule 37.1 et seq.

17 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
18 joint stipulation pursuant to Local Rule 37-2.

19 6.3 The burden of persuasion in any such challenge proceeding shall be on
20 the Designating Party. Frivolous challenges, and those made for an improper
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
22 parties) may expose the Challenging Party to sanctions. Unless the Designating
23 Party has waived or withdrawn the confidentiality designation, all parties shall
24 continue to afford the material in question the level of protection to which it is
25 entitled under the Producing Party’s designation until the Court rules on the
26 challenge.

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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION).

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

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

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

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

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

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) a party’s Insurer(s) and their counsel, professional jury or trial
28 consultants, mock jurors, and Professional Vendors to whom disclosure is

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

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

17 (j) any person or entity consistent with Sections 12.4 and 12.5 of this
18 Order.

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
20 IN OTHER LITIGATION

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

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

26 (b) promptly notify in writing the party who caused the subpoena or order
27 to issue in the other litigation that some or all of the material covered by the

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1 subpoena or order is subject to this Protective Order. Such notification shall include
2 a copy of this Stipulated Protective Order; and

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

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

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

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

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

24 (1) promptly notify in writing the Requesting Party and the Non-Party
25 that some or all of the information requested is subject to a confidentiality
26 agreement with a Non-Party;(2) promptly provide the Non-Party with a copy of the
27 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
28 reasonably specific description of the information requested; and

1 (2) make the information requested available for inspection by the
2 Non-Party, if requested.

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

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

1 communication or information covered by the attorney-client privilege or work
2 product protection, the parties may incorporate their agreement in the stipulated
3 protective order submitted to the court.

4 12. MISCELLANEOUS

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

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

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

18 12.4 This Order shall not limit or otherwise abrogate the ability and
19 authority of Plaintiff SEC or Defendant to: (1) use, disclose, or retain any materials
20 to the extent required by law; and/or, with respect to the SEC, (2) use or disclose
21 any materials in a manner consistent with paragraphs 1-22 of Section H of SEC
22 Form 1662 (the "Routine Uses of Information"), a copy of which is attached hereto
23 as Exhibit B, or to comply with any other statutory obligation.

24 12.5 Notwithstanding any other provision of this Order, this Order prohibits
25 the SEC or any federal agency from releasing Protected Material produced to the
26 SEC in this Action in response to a request made pursuant to the Freedom of
27 Information Act, 5 U.S.C. §552, absent a Court order permitting release of the
28 Protected Material. To the extent that a document was produced to the SEC prior to

1 the initiation of this Action, and that document is separately produced to the SEC in
2 this Action and designated as Confidential pursuant to this Order, to the extent
3 permitted, the SEC may release the document in response to a request made
4 pursuant to the Freedom of Information Act, 5 U.S.C. §552, without seeking or
5 obtaining a Court order.

6 13. FINAL DISPOSITION

7 After the final disposition of this Action, as defined in paragraph 4, within 60
8 days of a written request by the Designating Party, each Receiving Party must return
9 all Protected Material to the Producing Party or destroy such material. As used in
10 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
11 summaries, and any other format reproducing or capturing any of the Protected
12 Material. Whether the Protected Material is returned or destroyed, the Receiving
13 Party must submit a written certification to the Producing Party (and, if not the same
14 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
15 (by category, where appropriate) all the Protected Material that was returned or
16 destroyed and (2) affirms that the Receiving Party has not retained any copies,
17 abstracts, compilations, summaries or any other format reproducing or capturing any
18 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
19 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
20 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
21 reports, attorney work product, and consultant and expert work product, even if such
22 materials contain Protected Material. Any such archival copies that contain or
23 constitute Protected Material remain subject to this Protective Order as set forth in
24 Section 4 (DURATION). Nothing in this paragraph shall interfere with the SEC’s
25 document preservation obligations.

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14. VIOLATION

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 12/15/2023

s/Zachary T. Carlyle
Zachary T. Carlyle
Attorneys for Plaintiff
U.S. Securities and Exchange Commission

DATED: 12/15/2023

s/ Keri Curtis Axel
Keri Curtis Axel
Waymaker LLP
Attorneys for Defendant

L.R. 5-4.3.4(a)(2)(ii) Attestation

The undersigned attests that all other electronic signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

Dated 12/15/2023

Respectfully submitted,
s/Zachary T. Carlyle
Zachary T. Carlyle

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: January 17, 2024

/s/ Jacqueline Chooljian
Honorable Jacqueline Chooljian
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California
8 on January 17, 2024 in the case of *SEC v. Ryan C. Drexler*, 2:23-cv-05102-MCS-JC.
9 I agree to comply with and to be bound by all the terms of this Stipulated Protective
10 Order and I understand and acknowledge that failure to so comply could expose me
11 to sanctions and punishment in the nature of contempt. I solemnly promise that I
12 will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance with
14 the provisions of this Order. I further agree to submit to the jurisdiction of the
15 United States District Court for the Central District of California for enforcing the
16 terms of this Stipulated Protective Order, even if such enforcement proceedings
17 occur after termination of this action. I hereby appoint
18 _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____