

1 BRADLEY H. COHEN
 2 bradley.cohen@cfpb.gov (admitted pro hac vice)
 3 CHELSEA M. PETER
 4 chelsea.peter@cfpb.gov (admitted pro hac vice)
 5 BRIAN E. J. MARTIN
 6 brian.martin@cfpb.gov (admitted pro hac vice)
 7 EMILY D. GILMAN
 8 emily.gilman@cfpb.gov (pro hac vice application pending)
 9 Consumer Financial Protection Bureau
 10 1700 G Street, N.W.
 11 Washington, D.C. 20552
 12 Tel.: 202-435-9280
 13 Tel.: 202-808-6277
 14 Fax: 202-435-5471

15 JOSEPH M. LAKE (CA Bar No. 246679)
 16 joseph.lake@cfpb.gov
 17 Local Counsel for Consumer Financial Protection Bureau
 18 Tel.: 202-897-8360
 19 301 Howard Street, Suite 1200
 20 San Francisco, CA 94105
 21 Fax: 415-844-9788

22 Attorneys for Plaintiff
 23 Consumer Financial Protection Bureau

24 Additional Counsel Listed on Signature Page

25
 26 **UNITED STATES DISTRICT COURT**
 27 **CENTRAL DISTRICT OF CALIFORNIA**
 28 **LOS ANGELES DIVISION**

19 CONSUMER FINANCIAL
 20 PROTECTION BUREAU,
 21 Plaintiff,

22 v.

23 SOLO FUNDS, INC.,
 24 Defendant.

Case No. 2:24-cv-04108-RGK-
 AJR

DISCOVERY MATTER

**~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER**

25 **1. GENERAL**

26 1.1 Purposes and Limitations. Discovery in this action is likely to involve
 27 production of confidential, proprietary, or private information for which special
 28 protection from public disclosure and from use for any purpose other than prosecuting

1 this litigation may be warranted. Accordingly, the parties hereby stipulate to and
2 petition the Court to enter the following Stipulated Protective Order. The parties
3 acknowledge that this Order does not confer blanket protections on all disclosures or
4 responses to discovery and that the protection it affords from public disclosure and
5 use extends only to the limited information or items that are entitled to confidential
6 treatment under the applicable legal principles. The parties further acknowledge, as
7 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle
8 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
9 procedures that must be followed and the standards that will be applied when a party
10 seeks permission from the court to file material under seal.

11 1.2 Good Cause Statement.

12 This action is likely to involve the exchange of non-publicly-available
13 documents and other information of a sensitive, confidential and/or proprietary nature
14 including loan data and files and/or federal agency records that may contain
15 confidential and personally identifiable information (“PII”) of consumers, including
16 social security numbers, federal identification numbers, personal telephone numbers,
17 personal addresses, personal email addresses, personal health or other financial
18 information, and bank account information for which special protection from public
19 disclosure and from use for any purpose other than prosecution of this action is
20 warranted. The Parties also expect that discovery in this matter will involve
21 confidential, proprietary, and/or trade secret information concerning SoLo and its
22 business that is not publicly known and which if publicly disclosed would impair
23 SoLo’s business operations and put SoLo at a competitive disadvantage. Such
24 confidential and proprietary materials and information consist of, among other things,
25 confidential business or financial information, information regarding confidential
26 business practices, information regarding consumers, or other confidential research,
27 development, or commercial information (including information implicating privacy
28 rights of third parties), information otherwise generally unavailable to the public, or

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

13 **2. DEFINITIONS**

14 2.1 Action: This pending federal lawsuit, captioned *Consumer Financial*
15 *Protection Bureau v. SoLo Funds, Inc.*, Case No. 2:24-cv-04108-RGK-AJR,
16 pending in the United States District Court for the Central District of California.

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation
18 of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
20 how it is generated, stored or maintained) or tangible things that qualify for protection
21 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
22 Cause Statement.

23 2.4 Confidential Investigative Information: Information produced by SoLo
24 to the Bureau prior to the initiation of this Litigation.

25 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
26 support staff).

1 2.6 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 2.6 Disclosure or Discovery Material: all items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 2.7 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as
10 an expert witness or as a consultant in this Action.

11 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses in
12 this action, with or without prejudice; and (2) final judgment herein after the
13 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
14 this action, including the time limits for filing any motions or applications for
15 extension of time pursuant to applicable law.

16 2.9 House Counsel: attorneys who are employees of a party to this Action.
17 House Counsel does not include Outside Counsel of Record or any other outside
18 counsel.

19 2.10 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this action.

21 2.11 Outside Counsel of Record: attorneys who are not employees of a party
22 to this Action but are retained to represent or advise a party to this Action and have
23 appeared in this Action on behalf of that party or are affiliated with a law firm that
24 has appeared on behalf of that party, including support staff.

25 2.12 Party: any party to this Action, including its officers, directors,
26 employees, consultants, contractors, retained experts, and Outside Counsel of Record
27 (and their support staffs).
28

1 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.14 Professional Vendors: persons or entities that provide litigation support
4 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 2.15 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
10 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 extracted
14 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
15 Protected Material; and (3) any testimony, conversations, or presentations by Parties
16 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, all of the court-filed information to be introduced
21 that was previously designated as confidential or maintained pursuant to this
22 protective order becomes public and will be presumptively available to all members
23 of the public, including the press, unless compelling reasons supported by specific
24 factual findings to proceed otherwise are made to the trial judge in advance of the
25 trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir.
26 2006) (distinguishing “good cause” showing for sealing documents produced in
27 discovery from “compelling reasons” standard when merits-related documents are
28 part of court record). Accordingly, the terms of this protective order do not extend

1 beyond the commencement of the trial.

2 **5. DESIGNATING PROTECTED MATERIAL**

3 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

19 5.2 Manner and Timing of Designations. Except as otherwise provided in
20 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
22 under this Order must be clearly so designated before the material is disclosed or
23 produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix, at a minimum, the legend
28 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that

1 contains protected material. If only a portion or portions of the material on a page
2 qualifies for protection, the Producing Party also must clearly identify the protected
3 portion(s) (e.g., by making appropriate markings in the margins). For information in
4 non-static documentary form (e.g., spreadsheets) for which the application of the
5 legend CONFIDENTIAL is impracticable, a slip or cover sheet with the legend
6 CONFIDENTIAL shall be provided.

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

19 (b) for testimony given in depositions that the Designating Party identify the
20 Disclosure or Discovery Material on the record, before the close of the deposition or
21 up to fourteen (14) days after receipt of the deposition transcript, provided the
22 Designating Party indicates on the record an intent to so designate.

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

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive the
3 Designating Party’s right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court’s
10 Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly
13 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

14 6.3 Burden. The burden of persuasion in any such challenge proceeding shall
15 be on the Designating Party. Frivolous challenges, and those made for an improper
16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
17 may expose the Challenging Party to sanctions. Unless the Designating Party has
18 waived or withdrawn the confidentiality designation, all parties shall continue to
19 afford the material in question the level of protection to which it is entitled under the
20 Producing Party’s designation until the Court rules on the challenge.

21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
23 disclosed or produced by another Party or by a Non-Party in connection with this
24 Action only for prosecuting, defending, or attempting to settle this Action and as
25 required or permitted by federal statute or regulation applicable to the Bureau as
26 specified in section 7.2(j). Such Protected Material may be disclosed only to the
27 categories of persons and under the conditions described in this Order. When the
28

1 Action has been terminated, a Receiving Party must comply with the provisions of
2 section 13 below (FINAL DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the Court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

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

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

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

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

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

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

26 (h) during their depositions, witnesses, and attorneys for witnesses, in the
27 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
28 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will

1 not be permitted to keep any confidential information unless they sign the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
3 agreed by the Designating Party or ordered by the Court. Pages of transcribed
4 deposition testimony or exhibits to depositions that reveal Protected Material may be
5 separately bound by the court reporter and may not be disclosed to anyone except as
6 permitted under this Stipulated Protective Order;

7 (i) any mediator or settlement officer, and their supporting personnel,
8 mutually agreed upon by any of the parties engaged in settlement discussions; and

9 (j) to a government agency by the Bureau where the disclosure is required
10 by statute or regulation, or permitted by 12 C.F.R. 1070 *et seq.*

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
12 **PRODUCED IN OTHER LITIGATION**

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

16 (a) promptly notify in writing the Designating Party as soon as practicable, but
17 in any event no later than seven (7) days prior to the return, compliance, or production
18 date specified in the subpoena or order. Such notification shall include a copy of the
19 subpoena or court order;

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

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

26 If the Designating Party timely seeks a protective order, the Party served with
27 the subpoena or court order shall not produce any information designated in this action
28 as “CONFIDENTIAL” before a determination by the court from which the subpoena

1 or order issued, unless the Party has obtained the Designating Party’s permission. The
2 Designating Party shall bear the burden and expense of seeking protection in that court
3 of its confidential material and nothing in these provisions should be construed as
4 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
5 directive from another court.

6 **9. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
7 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

25 (c) If the Non-Party fails to seek a protective order from this Court within 14
26 days of receiving the notice and accompanying information, the Receiving Party may
27 produce the Non-Party’s confidential information responsive to the discovery request.
28 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce

1 any information in its possession or control that is subject to the confidentiality
2 agreement with the Non-Party before a determination by the Court. Absent a court
3 order to the contrary, the Non-Party shall bear the burden and expense of seeking
4 protection in this Court of its Protected Material.

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

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

14 **11.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
15 **PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other protection,
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
19 Procedure 26(b)(5)(B).

20 The production of privileged or work product protected documents, whether
21 inadvertent or otherwise, is not a waiver of the privilege or protection from discovery
22 in this case or in any other federal or state proceeding. This Order shall be interpreted
23 to provide the maximum protection allowed by Federal Rule of Evidence 502(d).

24 Nothing contained herein is intended to or shall serve to limit a party’s right to
25 conduct a review of documents (including metadata) for relevance, responsiveness
26 and/or segregation of privileged and/or protected information before production.
27
28

1 **12.MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order, no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
11 only be filed under seal pursuant to a court order authorizing the sealing of the specific
12 Protected Material at issue; good cause must be shown in the request to file under
13 seal. If a Party’s request to file Protected Material under seal is denied by the Court,
14 then the Receiving Party may file the information in the public record unless
15 otherwise instructed by the Court.

16 12.4 Opportunity to Designate Confidential Investigative Information. The
17 Bureau already has received Confidential Investigative Information from SoLo that
18 SoLo has not had an opportunity to designate as CONFIDENTIAL in this Litigation.
19 The Bureau will: (1) not disclose SoLo’s Confidential Investigative Information in
20 this Litigation without first providing SoLo notice and an opportunity to designate
21 such Confidential Investigative Information as CONFIDENTIAL and subject to this
22 Protective Order within a reasonable amount of time; or (2) file SoLo’s Confidential
23 Investigative Information under seal pursuant to Civil Local Rule 79-5 to allow SoLo
24 the opportunity to designate such information as CONFIDENTIAL and subject to this
25 Protective Order. If the Bureau seeks to use SoLo’s Confidential Investigative
26 Information during a deposition in this Litigation, it need not disclose such
27 information prior to the deposition (unless pursuant to a valid discovery request, in
28 which case the Bureau will first provide SoLo notice and an opportunity to designate

1 such Confidential Investigative Information as CONFIDENTIAL and subject to this
2 Protective Order within a reasonable amount of time, as specified above), but at the
3 deposition SoLo may designate any such exhibits at the time the information is
4 marked as an exhibit at the deposition as CONFIDENTIAL and subject to this
5 Protective Order or up to fourteen (14) days after receipt of the deposition transcript,
6 provided SoLo indicates on the record an intent to so designate. If SoLo designates
7 any such exhibits as CONFIDENTIAL at the deposition, the Bureau (1) will request
8 that the witness sign the form attached as Exhibit A hereto; and (2) will inform the
9 witness that they will not be permitted to keep any confidential information unless
10 they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
11 otherwise agreed by the Designating Party or ordered by the Court.

12 **13.FINAL DISPOSITION**

13 After the final disposition of this Action, within 60 days of a written request
14 by the Designating Party, each Receiving Party must (i) return all Protected Material
15 to the Producing Party, (ii) destroy such material, or (iii) retain such material as
16 required by federal recordkeeping requirements, as set forth in Title 44 of the U.S.
17 code, and schedules promulgated thereunder, in a manner that ensures the
18 confidentiality of the material. As used in this subdivision, “all Protected Material”
19 includes all copies, abstracts, compilations, summaries, and any other format
20 reproducing or capturing any of the Protected Material. Whether the Protected
21 Material is returned, destroyed, or retained as required by federal recordkeeping
22 requirements in a manner that ensures the confidentiality of the material, the
23 Receiving Party must submit a written certification to the Producing Party (and, if
24 not the same person or entity, to the Designating Party) by the 60 day deadline that
25 (1) identifies (by category, where appropriate) all the Protected Material that was
26 returned, destroyed, or retained as required by federal recordkeeping requirements in
27 a manner that ensures the confidentiality of the material and (2) affirms that the
28 Receiving Party has not retained any copies, abstracts, compilations, summaries or

1 any other format reproducing or capturing any of the Protected Material except as
2 required by federal recordkeeping requirements in a manner that ensures the
3 confidentiality of the material. Notwithstanding this provision, counsel are entitled
4 to retain an archival copy of all pleadings, motion papers, trial, deposition, and
5 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
6 expert reports, attorney work product, and consultant and expert work product, even
7 if such materials contain Protected Material. Any such archival copies that contain
8 or constitute Protected Material remain subject to this Protective Order as set forth
9 in Section 4 (DURATION).

10 **14.VIOLATION OF ORDER**

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

14
15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16
17
18 DATED: October 24, 2024

19 By:

20 /s/ Bradley H. Cohen
21 Bradley H. Cohen
22 *Attorney for Plaintiff*
23 *Consumer Financial Protection Bureau*

24
25 DATED: October 24, 2024

26 By: /s/ Laura A. Stoll
27 Laura A. Stoll

1 *The filer, Laura A. Stoll, attests that the other signatory listed, on whose behalf this*
2 *filing is submitted, concurs in the filing's content and has authorized the filing.*

3 THOMAS M. HEFFERON (admitted
4 *pro hac vice*)
5 *THefferon@goodwinlaw.com*
6 LEVI W. SWANK (admitted *pro hac vice*)
7 *LSwank@goodwinlaw.com*
8 GOODWIN PROCTER LLP
9 1900 N Street, NW
10 Washington, DC 20036
11 Tel.: +1 202 346 4000
12 Fax: +1 202 346 4444

13 LAURA A. STOLL (SBN 255023)
14 *LStoll@goodwinlaw.com*
15 GOODWIN PROCTER LLP
16 601 S. Figueroa Street, 41st Floor
17 Los Angeles, CA 90017
18 Tel.: +1 213 426 2500
19 Fax: +1 213 623 1673
20 Attorneys for Defendant
21 SOLO FUNDS, INC.

22 Attorneys for Defendant SoLo Funds, Inc.
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 10/24/2024



HON. A. JOEL RICHLIN
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [full name], of _____
5 [full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States
7 District Court for the Central District of California on _____ [date] in the
8 case of *Consumer Financial Protection Bureau v. SoLo Funds, Inc.*, Case No. 2:24-
9 cv-04108-RGK-AJR. I agree to comply with and to be bound by all the terms of
10 this Stipulated Protective Order and I understand and acknowledge that failure to so
11 comply could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item that
13 is subject to this Stipulated Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for 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 _____ [full
19 name] of _____ [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 signed: _____

25 Printed name: _____

26
27 Signature: _____