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

VIVEK SHAH,  
 Plaintiff,  
 v.  
 MONDELEZ GLOBAL LLC,  
 Defendant.

Case No. 2:24-cv-08797-AB-E

**JOINT STIPULATION AND  
 PROTECTIVE ORDER**

State Action Filed: September 10, 2024

State Action Served: September 11,  
 2024

DISCOVERY MATTER



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

10 3. ACKNOWLEDGEMENT OF UNDER SEAL FILING PROCEDURE

11 The Parties further acknowledge, as set forth in Section 14.3, below, that this  
12 Stipulated Protective Order does not entitle them to file confidential information  
13 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
14 the standards that will be applied when a party seeks permission from the court to  
15 file material under seal. There is a strong presumption that the public has a right of  
16 access to judicial proceedings and records in civil cases. In connection with non-  
17 dispositive motions, good cause must be shown to support a filing under seal. *See*  
18 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),  
19 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*  
20 *Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
21 protective orders require good cause showing), and a specific showing of good cause  
22 or compelling reasons with proper evidentiary support and legal justification, must  
23 be made with respect to Protected Material that a party seeks to file under seal. The  
24 Parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL  
25 does not— without the submission of competent evidence by declaration,  
26 establishing that the material sought to be filed under seal qualifies as confidential,  
27 privileged, or otherwise protectable—constitute good cause.

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

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

1 4. DEFINITIONS

2 4.1 Action: The pending federal lawsuit captioned as *Shah v. Mondelez*  
3 *Global LLC*, No. 2:24-cv-08797-AB-E (C.D. Cal).

4 4.2 Appropriate Legend: The legend “CONFIDENTIAL.”

5 4.3 Challenging Party: A Party or Non-Party that challenges the designation  
6 of information or items under this Order.

7 4.4 “CONFIDENTIAL” Information or Items: Information (regardless of  
8 how it is generated, stored or maintained) or tangible things that qualify for protection  
9 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
10 Cause Statement.

11 4.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
12 their support staff).

13 4.6 Designating Party: A Party or Non-Party that designates information or  
14 items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL.”

16 4.7 Disclosure or Discovery Material: All items or information, regardless  
17 of the medium or manner in which it is generated, stored, or maintained (including,  
18 among other things, testimony, transcripts, and tangible things), that are produced or  
19 generated in disclosures or responses to discovery.

20 4.8 Expert: A person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
22 an expert witness or as a consultant in this Action.

23 4.9 House Counsel: Attorneys who are employees of a party to this Action.  
24 House Counsel does not include Outside Counsel of Record or any other outside  
25 counsel.

26 4.10 Named Plaintiff: Vivek Shah and/or other named plaintiff in the Action.  
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1 However, the protections conferred by this Stipulation and Order do not cover the  
2 following information: (a) any information that is in the public domain at the time of  
3 disclosure to a Receiving Party or becomes part of the public domain after its  
4 disclosure to a Receiving Party as a result of publication not involving a violation of  
5 this Order, including becoming part of the public record through trial or otherwise;  
6 and (b) any information known to the Receiving Party prior to the disclosure or  
7 obtained by the Receiving Party after the disclosure from a source who obtained the  
8 information lawfully and under no obligation of confidentiality to the Designating  
9 Party. Any use of Protected Material at trial shall be governed by the orders of the  
10 trial judge and other applicable authorities. This Order does not govern the use of  
11 Protected Material at trial.

12 6. DURATION

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

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1     7.     DESIGNATION PROTECTED MATERIAL

2             7.1     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. Notwithstanding the above, the Designating Party  
10 need not partially designate documents and may instead designate an entire document  
11 as “CONFIDENTIAL.” The Designating Party will agree to entertain good faith  
12 requests to de-designate non-confidential portions.

13             Mass, indiscriminate, or routinized designations are prohibited. Designations  
14 that are shown to be clearly unjustified or that have been made for an improper  
15 purpose (e.g., to unnecessarily encumber the case development process or to impose  
16 unnecessary expenses and burdens on other parties) expose the Designating Party to  
17 sanctions. The Parties acknowledge that designations, or failures to designate, can  
18 sometimes be inadvertent. The Parties agree to cooperate to resolve any issues  
19 arising from confidentiality designations.

20             If it comes to a Designating Party’s attention that information or items that it  
21 designated for protection do not qualify for protection at all or do not qualify for the  
22 level of protection initially asserted, that Designating Party must promptly notify all  
23 other Parties that it is withdrawing the mistaken designation.

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1           7.2 Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (*see, e.g.*, second paragraph of section 7.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

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

14           (b) A Party or Non-Party that makes original documents or materials  
15 available for inspection need not designate them for protection until after the  
16 inspecting Party has indicated which material it would like copied and produced.  
17 During the inspection and before the designation, all of the material made available  
18 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
19 identified the documents it wants copied and produced, the Producing Party must  
20 determine which documents, or portions thereof, qualify for protection under this  
21 Order. Then, before producing the specified documents, the Producing Party must  
22 affix the Appropriate Legend to each page that contains Protected Material.

23           (c) For testimony given in deposition or in other pretrial or trial  
24 proceedings, that the Designating Party identifies the Disclosure or Discovery  
25 Material on the record, before the close of the deposition, hearing, or other  
26 proceeding, all protected testimony. When it is impractical to identify separately  
27 each portion of testimony that is entitled to protection and it appears that substantial  
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1 portions of the testimony may qualify for protection, the Designating Party may  
2 invoke on the record (before the deposition, hearing, or other proceeding is  
3 concluded) a right to have up to 21 days from receipt of the final transcript to identify  
4 the specific portions of the testimony as to which protection is sought and to specify  
5 the level of protection being asserted. Only those portions of the testimony that are  
6 appropriately designated for protection within the 21 days shall be covered by the  
7 provisions of this Stipulated Protective Order. Alternatively, a Designating Party  
8 may specify, at the deposition or up to 21 days afterwards if that period is properly  
9 invoked, that the entire transcript shall be treated as “CONFIDENTIAL.”

10 (d) Parties shall give the other Parties notice if they reasonably expect a  
11 deposition, hearing, or other proceeding to include Protected Material so that the  
12 other Parties can ensure that only authorized individuals who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
14 proceedings. The use of a document as an exhibit at a deposition shall not in any  
15 way affect its designation as “CONFIDENTIAL.”

16 (e) Transcripts containing Protected Material shall have an obvious legend  
17 on the title page that the transcript contains Protected Material, and the title page  
18 shall be followed by a list of all pages (including line numbers as appropriate) that  
19 have been designated as Protected Material and the level of protection being asserted  
20 by the Designating Party. The Designating Party shall inform the court reporter of  
21 these requirements. Any transcript that is prepared before the expiration of a 21-day  
22 period for designation shall be treated during that period as if it had been designated  
23 “CONFIDENTIAL” in its entirety unless otherwise agreed. After the expiration of  
24 that period, the transcript shall be treated only as actually designated.

25 (f) For information produced in some form other than documentary and for  
26 any other tangible items, that the Producing Party affix in a prominent place on the  
27 exterior of the container or containers in which the information or item is stored the

1 Appropriate Legend. If only a portion or portions of the information warrants  
2 protection, the Producing Party, to the extent practicable, shall identify the protected  
3 portion(s).

4 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
5 failure to designate qualified information or items does not, standing alone, waive  
6 the Designating Party's right to secure protection under this Order for such material.  
7 Upon timely correction of a designation, the Receiving Party must make reasonable  
8 efforts to assure that the material is treated in accordance with the provisions of this  
9 Order.

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1 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 8.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order. Unless a prompt challenge to a Designating Party's confidentiality  
5 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary  
6 economic burdens, or a significant disruption or delay of the litigation, a Party does  
7 not waive its right to challenge a confidentiality designation by electing not to mount  
8 a challenge promptly after the original designation is disclosed.

9 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process by providing written notice of each designation it is challenging  
11 and describing the basis for each challenge. To avoid ambiguity as to whether a  
12 challenge has been made, the written notice must recite that the challenge to  
13 confidentiality is being made in accordance with this specific paragraph of the  
14 Protective Order. The Parties shall attempt to resolve each challenge in good faith  
15 and must begin the process by conferring directly within 14 days of the date of service  
16 of notice. In conferring, the Challenging Party must explain the basis for its belief  
17 that the confidentiality designation was not proper and must give the Designating  
18 Party an opportunity to review the designated material, to reconsider the  
19 circumstances, and, if no change in designation is offered, to explain the basis for the  
20 chosen designation. A Challenging Party may proceed to the next stage of the  
21 challenge process only if it has engaged in this meet and confer process first or  
22 establishes that the Designating Party is unwilling to participate in the meet and  
23 confer process in a timely manner.

24 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
25 joint stipulation pursuant to Local Rule 37-2.

1           8.4    Judicial Intervention. If the Parties cannot resolve a challenge without  
2 court intervention, the Designating Party shall file and serve a motion to retain  
3 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule  
4 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days  
5 of the Parties agreeing that the meet and confer process will not resolve their dispute,  
6 whichever is earlier. Each such motion must be accompanied by a competent  
7 declaration affirming that the movant has complied with the meet and confer  
8 requirements imposed in the preceding paragraph. Failure by the Designating Party  
9 to make such a motion including the required declaration within 21 days (or 14 days,  
10 if applicable) shall automatically waive the confidentiality designation for each  
11 challenged designation. In addition, the Challenging Party may file a motion  
12 challenging a confidentiality designation at any time if there is good cause for doing  
13 so, including a challenge to the designation of a deposition transcript or any portions  
14 thereof. Any motion brought pursuant to this provision must be accompanied by a  
15 competent declaration affirming that the movant has complied with the meet and  
16 confer requirements imposed by the preceding paragraph.

17           8.5    The burden of persuasion in any such challenge proceeding shall be on  
18 the Designating Party. Frivolous challenges, and those made for an improper purpose  
19 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
20 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
21 the confidentiality designation by failing to file a motion to retain confidentiality as  
22 described above, all Parties shall continue to afford the material in question the level  
23 of protection to which it is entitled under the Producing Party's designation until the  
24 court rules on the challenge.



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

6 (f) During their depositions, witnesses, and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary and who have signed the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
9 agreed by the Designating Party or ordered by the court. Pages of transcribed  
10 deposition testimony or exhibits to depositions that reveal Protected Material must  
11 be separately bound by the court reporter and may not be disclosed to anyone except  
12 as permitted under this Stipulated Protective Order;

13 (g) The author or recipient of a document containing the information or a  
14 custodian or other person who otherwise possessed or knew the information; and

15 (h) Any mediators or settlement officers and their supporting personnel,  
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
18 IN OTHER LITIGATION

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

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

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

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

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

11 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
12 PRODUCED IN THIS LITIGATION

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

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

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

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
27 specific description of the information requested; and



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

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

11 12. 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 13. 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 procedure  
26 may be established in an e-discovery order that provides for production without prior  
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
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1 Parties reach an agreement on the effect of disclosure of a communication or  
2 information covered by the attorney-client privilege or work product protection, the  
3 Parties may incorporate their agreement in the stipulated protective order submitted  
4 to the court.

5 14. MISCELLANEOUS

6 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the court in the future.

8 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13 14.3 Filing Protected Material. Without written permission from the  
14 Designating Party or a court order secured after appropriate notice to all interested  
15 persons, a Party may not file in the public record in this Action any Protected  
16 Material. A Party that seeks to file under seal any Protected Material must comply  
17 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant  
18 to a court order authorizing the sealing of the specific Protected Material at issue.  
19 Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request  
20 establishing that the Protected Material at issue is privileged, protectable as a trade  
21 secret, or otherwise entitled to protection under the law. If a Receiving Party's request  
22 to file Protected Material under seal pursuant to Civil Local Rule 79-5 is denied by  
23 the court, then the Receiving Party may file the Protected Material in the public  
24 record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

25 15. FINAL DISPOSITION

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

17 16. VIOLATION

18 Any violation of this Order may be punished by appropriate measures  
19 including, without limitation, contempt proceedings and/or monetary sanctions.  
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**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Dated: January 6, 2025

**PERKINS COIE LLP**

By: /s/ Jasmine W. Wetherell

Jasmine W. Wetherell

David T. Biderman

Elissa Ronquillo

Attorneys for Defendant MONDELEZ  
GLOBAL LLC

Dated: January 6, 2025

**PLAINTIFF**

By: /s/ Vivek Shah

Vivek Shah

Pro Se Plaintiff

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

DATED: January 6, 2025



Hon. Charles F. Eick.

United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [date] in the case of *Shah v. Mondelez Global LLC*, No. 2:24-cv-08797-AB-E. I  
8 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  
10 to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
11 not disclose in any manner any information or item that is subject to this Stipulated  
12 Protective Order to any person or entity except in strict compliance with the  
13 provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the  
15 Central District of California for the purpose of enforcing the terms of this Stipulated  
16 Protective Order, even if such enforcement proceedings occur after termination of  
17 this action.

18 I hereby appoint \_\_\_\_\_ [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 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_

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**SIGNATURE ATTESTATION**

Pursuant to Local Rule 5-4.3.4(a)(2)(i), the ECF filer set forth below, Jasmine W. Wetherell, hereby attests that all signatories listed above, on whose behalf this Joint Stipulation is submitted, concur in the contents of this Joint Stipulation and have authorized the filing of same.

Date: January 6, 2025

By: /s/ Jasmine W. Wetherell  
Jasmine W. Wetherell