

1 ALEXANDER HERNAEZ (SBN 201441)
2 ahernaez@foxrothschild.com
3 FOX ROTHSCHILD LLP
4 345 California Street, Suite 2200
5 San Francisco, California 94104
6 Telephone: (415) 364-5540
7 Facsimile: (415) 391-4436

8 KETUL PATEL (SBN 251985)
9 kdpatel@foxrothschild.com
10 FOX ROTHSCHILD LLP
11 Constellation Boulevard, Suite 900
12 Los Angeles, California 90067
13 Telephone: (310) 598-4150
14 FACSIMILE: (310) 556-9828

15 Attorneys for Defendant
16 SPACE EXPLORATION TECHNOLOGIES
17 CORP.

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

20 RICARDO PEREZ,

21 Plaintiff,

22 vs.

23 SPACE EXPLORATION
24 TECHNOLOGIES CORP., a Texas
25 Corporation; and DOES 1-10, Inclusive,

26 Defendants.

CASE NO.: 2:24-cv-09942-SPG-E

Hon. Sherilyn Peace Garnett

**STIPULATION AND PROTECTIVE
ORDER – CONFIDENTIAL AND
HIGHLY CONFIDENTIAL
DESIGNATIONS**

1 **1. INTRODUCTION**

2 1.1. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary or private information, as well as highly sensitive technical data that may
5 be subject to United States export control laws and regulations, for which special
6 protection from public disclosure and from use for any purpose other than prosecuting
7 this litigation may be warranted. Accordingly, the parties hereby stipulate to and
8 petition the Court to enter the following Stipulated Protective Order. The parties
9 acknowledge that this Order does not confer blanket protections on all disclosures or
10 responses to discovery and that the protection it affords from public disclosure and use
11 extends only to the limited information or items that are entitled to confidential
12 treatment under the applicable legal principles. The parties further acknowledge, as set
13 forth in section 12.3, below, that this Stipulated Protective Order does not entitle them
14 to file confidential information under seal; Local Civil Rule 79-5 sets forth the
15 procedures that must be followed and the standards that will be applied when a party
16 seeks permission from the court to file material under seal.

17 1.2. GOOD CAUSE STATEMENT

18 This action is likely to involve trade secrets, customer and pricing lists, and other
19 valuable research, development, commercial, financial, technical and/or proprietary
20 information for which special protection from public disclosure and from use for any
21 purpose other than prosecution of this action is warranted. Such confidential, highly
22 confidential, highly sensitive technical data, and proprietary materials and information
23 consist of, among other things, confidential business or financial information,
24 information regarding confidential business practices, or other confidential research,
25 development, or commercial information (including information implicating privacy
26 rights of third parties), how decisions are made at SpaceX, SpaceX's business
27 contracts, the role of and rapid expansion of Starbase and the Starship program to
28 SpaceX's corporate mission, employees reporting chain/hierarchy, logistics board

1 meeting information, and employee recruiting data, information otherwise generally
2 unavailable to the public, or which may be privileged or otherwise protected from
3 disclosure under state or federal statutes, court rules, case decisions, or common law.
4 Moreover, the parties and many potential third-party witnesses are business
5 competitors or work for companies that compete with one or more parties. Because of
6 the highly competitive nature of the private space industry, it is essential for SpaceX
7 to maintain its competitive position through the protection of this confidential
8 information regarding its internal structure and operations. This action is also likely to
9 involve highly sensitive technical data that may be subject to United States export
10 control laws and regulations, including the Export Administration Regulations
11 (“EAR”), the International Traffic in Arms Regulations, 22 C.F.R. 120 *et seq.*
12 (“ITAR”), and the Arms Export Control Act (“ACEA”) (collectively, “U.S. Export
13 Controls”) and therefore may be restricted from unauthorized disclosure to any Foreign
14 Person as defined by 22 C.F.R. 120.16, whether in the United States or abroad.
15 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
16 disputes over confidentiality of discovery materials, to adequately protect information
17 the parties are entitled to keep confidential, to ensure that the parties are permitted
18 reasonable necessary uses of such material in preparation for and in the conduct of trial,
19 to 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 and
22 that nothing be so designated without a good faith belief that it has been maintained in
23 a confidential, non-public manner, and there is good cause why it should not be part of
24 the public record of this case.

25 **2. DEFINITIONS**

26 2.1. “ATTORNEY’S EYES ONLY – HIGHLY CONFIDENTIAL” means
27 any information which belongs to a Designating Party who believes in good faith that
28 the Disclosure of such information to another Party or non-Party would create a

1 substantial risk of serious financial, competitive, or other injury that cannot be avoided
2 by less restrictive means.

3 2.2. “Action” means the above-entitled proceeding, United States District
4 Court for the Central District of California, Case No. 2:24-CV-9942.

5 2.3. “CONFIDENTIAL” means any information (regardless of how it is
6 generated, stored or maintained) or tangible things that qualify for protection under
7 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
8 Statement.

9 2.4. “Court” means the Honorable Sherilyn Peace Garnet, or any other judge
10 to which this Action may be assigned, including Court staff participating in such
11 proceedings.

12 2.5. “Confidential Materials” means information (regardless of how it is
13 generated, stored or maintained) or tangible things designated as “CONFIDENTIAL”
14 pursuant to the provisions of this Stipulation and Protective Order.

15 2.6. “Counsel” means outside counsel of record for the Parties.

16 2.7. “Designating Party” means a Party or Non-Party that designates
17 information or items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY – HIGHLY
19 CONFIDENTIAL.”

20 2.8. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give,
21 or make available Materials, or any part thereof, or any information contained therein.

22 2.9. “Disclosure or Discovery Material” means all items or information,
23 regardless of the medium or manner in which it is generated, stored, or maintained
24 (including, among other things, testimony, transcripts, and tangible things), that are
25 produced or generated in disclosures or responses to discovery in this matter.

26 2.10. “Expert” means a person with specialized knowledge or experience in a
27 matter pertinent to the litigation who has been retained by a Party or its counsel to serve
28 as an expert witness or as a consultant in this Action.

1 2.11. “Highly Confidential Materials” means information (regardless of how it
2 is generated, stored or maintained) or tangible things designated as “ATTORNEY’S
3 EYES ONLY – HIGHLY CONFIDENTIAL” pursuant to the provisions of this
4 Stipulation and Protective Order, including information obtained from a nonparty
5 pursuant to a current Nondisclosure Agreement (“NDA”), information relating to
6 future products, strategic plans, non-public financial data, documents that would reveal
7 trade secrets, licensing documents and licensing communications, and settlement
8 agreements or settlement communications, the disclosure of which is likely to cause
9 harm to the competitive position of the Designating Party. “Highly Confidential
10 Materials” may include, but are not limited to, documents, testimony or information
11 that may be subject to U.S. Export Controls, technical data covered by the U.S.
12 Munitions List (“USML”) and/or which is governed by EAR and/or ITAR, the
13 unauthorized export of which is punishable by fines and/or imprisonment.

14 2.12. “Party” means any party to this Action, including all of its officers,
15 directors, employees, consultants, retained experts, and Counsel.

16 2.13. “Professional Vendors” means persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
19 their employees and subcontractors.

20 2.14. “Protected Materials” includes Confidential Materials and Highly
21 Confidential Materials. “Producing Party” means a Party or Non-Party that provides or
22 produces Disclosure or Discovery Material in this Action.

23 2.15. “Non-Party” means any natural person, partnership, corporation,
24 association or other legal entity not named as a Party to this action

25 2.16. “Receiving Party” means a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

27 **3. SCOPE**

28 The protections conferred by this Stipulation and Order cover not only Protected

1 Material (as defined above), but also (1) any information copied or extracted from
2 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
3 Material; and (3) any testimony, conversations, or presentations by Parties or their
4 Counsel that might reveal Protected Material. However, the protections conferred by
5 this agreement do not cover information that is in the public domain or becomes part
6 of the public domain through trial or otherwise. This Order does not govern the use of
7 Protected Material at trial. Any use of Protected Material at trial shall be governed by
8 the orders of the Court.

9 **4. DURATION**

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

17 **5. DESIGNATING PROTECTED MATERIAL**

18 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

26 Mass, indiscriminate, or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper purpose
28 (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

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

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "ATTORNEY'S EYES ONLY – HIGHLY CONFIDENTIAL," to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

b) for Testimony given in depositions or other pretrial proceedings, either (i) the Designating Party identifies the Protected Material on the record, before the close of the deposition or pretrial proceeding, or (ii) a Designating Part may, within fifteen days after receiving the transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or exhibits thereto, as "CONFIDENTIAL" or "ATTORNEY'S EYES ONLY – HIGHLY CONFIDENTIAL". When it is impractical during a deposition or other pretrial proceeding to identify separately each portion of testimony that is entitled to protection and it appears that substantial portions of the testimony may qualify for protection, a Designating Party may also (1) during the deposition or pretrial proceeding designate all testimony given or the entire transcript of the deposition or other pretrial proceeding as "CONFIDENTIAL" or

1 “ATTORNEY’S EYES ONLY – HIGHLY CONFIDENTIAL”, then (2) within fifteen
2 days after receiving the transcript of that deposition or other pretrial proceeding, revise
3 their designation to designate only those portions of the transcript, or exhibits thereto,
4 entitled to protection as CONFIDENTIAL or ATTORNEY’S EYES ONLY –
5 HIGHLY CONFIDENTIAL.

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

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

18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court’s
21 Scheduling Order.

22 6.2. Meet and Confer. The Challenging Party will initiate the dispute
23 resolution process under Local Rule 37.1 et seq.

24 6.3. The burden of persuasion in any such challenge proceeding will be on the
25 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
26 to harass or impose unnecessary expenses and burdens on other parties) may expose
27 the Challenging Party to sanctions. Unless the Designating Party has waived or
28 withdrawn the confidentiality designation, all parties will continue to afford the

1 material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the Court rules on the challenge.

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

4 7.1. Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending or attempting to settle this Action, and not for
7 any other action or purpose. Such Protected Material may be disclosed only to the
8 categories of persons and under the conditions described in this Order. When the
9 Action has been terminated, a Receiving Party must comply with the provisions of
10 section 13 below (FINAL DISPOSITION).

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

14 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
15 otherwise ordered by the Court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or item designated
17 "CONFIDENTIAL" only to:

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

21 b) the officers, directors, and employees of the Receiving Party,
22 including in-house counsel, to whom disclosure is reasonably necessary for this Action;

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

26 d) the Court and its personnel;

27 e) court reporters and their staff;

28 f) professional jury or trial consultants, mock jurors, and Professional

1 Vendors to whom disclosure is reasonably necessary for this Action and who have
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 g) the author or recipient of a document containing the information or
4 a custodian or other person who otherwise possessed or knew the information;

5 h) during their depositions, witnesses and attorneys for witnesses, in
6 the Action to whom disclosure is reasonably necessary provided: (1) the deposing party
7 requires the witness to sign the form attached as Exhibit A hereto; and (2) the witness
8 will not be permitted to keep any confidential information unless agreed by the
9 Designating Party or ordered by the Court. Pages of transcribed deposition testimony
10 or exhibits to depositions that reveal Protected Material may be separately bound by the
11 court reporter and may not be disclosed to anyone except as permitted under this
12 Stipulated Protective Order;

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

15 j) any other person or entity that the Designating Party agrees to in
16 writing.

17 7.3. Disclosure of “ATTORNEY’S EYES ONLY – HIGHLY
18 CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or
19 permitted in writing by the Designating Party, a Receiving Party may disclose any
20 information or item designated “ATTORNEY’S EYES ONLY – HIGHLY
21 CONFIDENTIAL” only to:

22 a) the Receiving Party’s Counsel in this Action, as well as employees
23 of said Counsel to whom it is reasonably necessary to disclose the information for this
24 Action;

25 b) the Court and its personnel;

26 c) court reporters and their staff;

27 d) the author or recipient of a document containing the information or
28 a custodian or other person who otherwise possessed or knew the information;

1 e) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions;

3 f) Professional Vendors to whom disclosure is reasonably necessary
4 for this Action and who have signed the “Acknowledgment and Agreement to Be
5 Bound” (Exhibit A); and Independent Experts of the Receiving Party to whom
6 disclosure is reasonably necessary for this Action and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 g) any other person or entity that the Designating Party agrees to in
9 writing.

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

12 If a Party is served with a discovery request, subpoena, or a court order issued
13 in other litigation that seeks or compels disclosure of any information or items
14 designated in this Action as “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY –
15 HIGHLY CONFIDENTIAL,” that Party must:

16 a) promptly notify in writing the Designating Party, which shall
17 include a copy of the discovery request, subpoena, or court order;

18 b) promptly notify in writing the party who caused the discovery
19 request, subpoena, or order to issue in the other litigation that some or all of the material
20 sought is subject to this Protective Order, which such notification shall include a copy
21 of this Stipulated Protective Order; and

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

24 If the Designating Party timely seeks a protective order, the Party served with
25 the subpoena or court order shall not produce any information designated in this action
26 as “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY – HIGHLY
27 CONFIDENTIAL” before a determination by the court from which the subpoena or
28 order issued, unless the Party has obtained the Designating Party’s permission. The

1 Designating Party shall bear the burden and expense of seeking protection in that court
2 of its confidential material and nothing in these provisions should be construed as
3 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
4 directive from another court.

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

7 a) The terms of this Order are applicable to information produced by a Non-
8 Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEY’S EYES
9 ONLY – HIGHLY CONFIDENTIAL.” Such information produced by Non-Parties in
10 connection with this Action is protected by the remedies and relief provided by this
11 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from
12 seeking additional protection.

13 b) In the event that a Party is required, by a valid discovery request, subpoena,
14 or court order, to produce a Non-Party’s confidential information in its possession, and
15 the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s
16 confidential 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 order or
19 confidentiality agreement 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 any 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 writing
9 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
10 all unauthorized copies of the Protected Material, (c) inform the person or persons to
11 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
12 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
13 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). This provision is not intended to modify whatever procedure
20 may be established in an e-discovery order that provides for production without prior
21 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
22 parties reach an agreement on the effect of disclosure of a communication or
23 information covered by the attorney-client privilege or work product protection, the
24 parties may incorporate their agreement in the stipulated protective order submitted to
25 the Court.

26 //

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 Local Civil 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.

13 **13. FINAL DISPOSITION**

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

1 constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4 (DURATION).

3
4 **IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.**

5 Dated: November 21, 2024

Respectfully Submitted,

6 **FOX ROTHSCHILD LLP**

7
8 By: /s/ Ketul Patel

9 ALEXANDER HERNAEZ
10 KETUL PATEL

11 Attorneys for Defendant
12 SPACE EXPLORATION
13 TECHNOLOGIES CORP.

14 DATED: November 21, 2024

LAUREL EMPLOYMENT LAW

15 By: /s/ Marta Manus

16 JOSHUA I. WHITE
17 MARTA MANUS

18 Attorneys for Plaintiff
19 RICARDO PEREZ

20 I hereby attest that the signatories listed, and on whose behalf this filing is
21 submitted, concur in the filing's content and have authorized the filing.

22 Dated: November 21, 2024

FOX ROTHSCHILD LLP

23 By: /s/ Ketul Patel

24 ALEXANDER HERNAEZ
25 KETUL PATEL

26 Attorneys for Defendant
27 SPACE EXPLORATION
28 TECHNOLOGIES CORP.

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

2
3
4 DATED: 11/21/2024



5 HON. CHARLES F. EICK
6 United States Magistrate Judge
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of

4 _____ [print or type full address],

5 declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for the
7 Central District of California on _____ [date] in the case of *Ricardo*
8 *Perez v. Space Exploration Technologies Corp.*, USDC Central District Case No. 2:24-
9 CV-09942-SPG-E., USDC Central District Case No. 2:21-CV-06815-MEMF-MAR. I
10 agree to comply with and to be bound by all the terms of this Stipulated Protective
11 Order and I understand and acknowledge that failure to so comply could expose me to
12 sanctions and punishment in the nature of contempt.

13 I understand that to receive any Highly Confidential Materials, I must be a U.S.
14 Person as defined by 22 C.F.R. 120.15. I certify that I am a U.S. Person as defined by
15 22 C.F.R. 120.15, and that I agree to comply with all U.S. export laws and regulations,
16 including, without limitation, the International Traffic in Arms Regulations (“ITAR”),
17 22 C.F.R. 120, *et seq.*

18 I solemnly promise that I will not disclose in any manner any information or
19 item that is subject to this Stipulated Protective Order to any person or entity except in
20 strict compliance with the provisions of this Order. I further agree to submit to the
21 jurisdiction of the United States District Court for the Central District of California for
22 enforcing the terms of this Stipulated Protective Order, even if such enforcement
23 proceedings occur after termination of this action.

24 I hereby appoint _____ [print or type full name]
25 of _____ [print or type full address
26 and telephone number] as my California agent for service of process in connection with
27 this action or any proceedings related to enforcement of this Stipulated Protective
28 Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____