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

27 S&B FILTERS INC.,
 28 Plaintiff,
 vs.
 R2C PERFORMANCE PRODUCTS
 LLC,
 Defendant.

Case No.: EDCV 16-1069-JFW(MRWx)
 Hon. Judge John F. Walter
~~STIPULATED~~ **PROTECTIVE
 ORDER**
 Complaint Filed: May 23, 2016
 Counterclaim Filed: June 16, 2016
 Amended Answer Filed: June 21, 2016

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

16 1.2 GOOD CAUSE STATEMENT

17 This action involves claims for trademark infringement, trade dress
18 infringement, false designation of origin and unfair competition. The parties are
19 manufacturers and sellers of cold air intake systems and air filters. In order to
20 establish their claims and defenses, the parties are seeking discovery regarding
21 information which the parties deem confidential, including but not limited to non-
22 public information regarding their sales, customer identities, financial information,
23 business strategies, and potentially other commercially and competitively sensitive
24 information.

25 It is anticipated that there will be depositions of the parties' employees or
26 agents and such persons will likely be asked to answer questions on these
27 potentially sensitive subject areas. Because this matter will necessarily involve
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1 requests for disclosure of confidential information, a protective order is therefore
2 necessary to avoid any prejudice or harm which likely result if such information
3 was disclosed in the absence of the protections set forth herein. Accordingly, to
4 expedite the flow of information, to facilitate the prompt resolution of disputes
5 over confidentiality of discovery materials, to adequately protect information the
6 parties are entitled to keep confidential, to ensure that the parties are permitted
7 reasonable necessary uses of such material in preparation for and in the conduct of
8 trial, to address their handling at the end of the litigation, and serve the ends of
9 justice, a protective order for such information is justified in this matter. It is the
10 intent of the parties that information will not be designated as confidential for
11 tactical reasons and that nothing be so designated without a good faith belief that it
12 has been maintained in a confidential, non-public manner, and there is good cause
13 why it should not be part of the public record of this case.

14
15 2. DEFINITIONS

16 2.1 Action: this pending federal law suit, *S&B Filters Inc. v. R2C*
17 *Performance Products LLC*, 16cv01069-JFW-MRW.

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

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
21 how it is generated, stored, or maintained) or tangible things that qualify for
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
23 the Good Cause Statement. A Designating Party may designate Confidential
24 Information or Items either CONFIDENTIAL or HIGHLY CONFIDENTIAL –
25 OUTSIDE COUNSEL OF RECORD ONLY, as follows:

26 (a) CONFIDENTIAL designation. A Designating Party may
27 designate material CONFIDENTIAL only if it deems that a reasonable basis exists
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1 for limiting dissemination of the material under the standards of Rule 26 and that
2 the material contains confidential and/or proprietary commercial information that is
3 not generally available to the public

4 (b) **HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL OF**
5 **RECORD ONLY.** A Designating Party may only designate material **HIGHLY**
6 **CONFIDENTIAL – OUTSIDE COUNSEL OF RECORD ONLY** if it deems that
7 disclosure of such material to another person or party would be injurious to the
8 commercial interests of the designating entity under the standards of Rule 26 and
9 that the material contains highly proprietary technical or trade secret or business
10 information so that the risk of improper use or disclosure to another party
11 outweighs the right of that party to review such information.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
13 their support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information
15 or items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL” OR “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL
17 OF RECORD ONLY.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless
19 of the medium or manner in which it is generated, stored, or maintained (including,
20 among other things, testimony, transcripts, and tangible things), that are produced
21 or generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a
23 matter pertinent to the litigation who has been retained by a Party or its counsel to
24 serve as an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this
26 Action. House Counsel does not include Outside Counsel of Record or any other
27 outside counsel.

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1 2.9 Non-Party: any natural person, partnership, corporation, association,
2 or other legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a
4 party to this Action but are retained to represent or advise a party to this Action
5 and have appeared in this Action on behalf of that party or are affiliated with a law
6 firm which has appeared on behalf of that party, and includes support staff.

7 2.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or
15 medium)and their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL” OR “HIGHLY CONFIDENTIAL – OUTSIDE
18 COUNSEL OF RECORD ONLY.”

19 2.15 Receiving Party: a Party that receives Disclosure or Discovery
20 Material from a Producing Party.

21
22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover not only
24 Protected Material (as defined above), but also (1) any information copied or
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or
26 compilations of Protected Material; and (3) any testimony, conversations, or
27 presentations by Parties or their Counsel that might reveal Protected Material.
28

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

3
4 4. DURATION

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

13
14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

28

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

4 5.2 Manner and Timing of Designations: Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "HIGHLY
14 CONFIDENTIAL – OUTSIDE COUNSEL OF RECORD ONLY" (hereinafter
15 "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL OF RECORD ONLY
16 legend"), to each page that contains protected material. If only a portion or
17 portions of the material on a page qualifies for protection, the Producing Party
18 also must clearly identify the protected portion(s) (e.g., by making appropriate
19 markings in the margins).

20 A Party or Non-Party that makes original documents available for
21 inspection need not designate them for protection until after the inspecting Party
22 has indicated which documents it would like copied and produced. During the
23 inspection and before the designation, all of the material made available for
24 inspection shall be deemed "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL
25 OF RECORD ONLY." After the inspecting Party has identified the documents it
26 wants copied and produced, the Producing Party must determine which documents,
27 or portions thereof, qualify for protection under this Order. Then, before
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1 producing the specified documents, the Producing Party must affix the “HIGHLY
2 CONFIDENTIAL – OUTSIDE COUNSEL OF RECORD ONLY legend” or
3 “CONFIDENTIAL legend” to each page that contains Protected Material. If only
4 a portion or portions of the material on a page qualifies for protection, the
5 Producing Party also must clearly identify the protected portion(s) (e.g., by making
6 appropriate markings in the margins).

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

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

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

23 24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the Court’s
27 Scheduling Order.
28

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process (and, if necessary, file a discovery motion) under Local Rule
3 37.1 et seq.

4 6.3 The burden of persuasion in any such challenge proceeding shall be
5 on the Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
7 parties) may expose the Challenging Party to sanctions. Unless the Designating
8 Party has waived or withdrawn the confidentiality designation, all parties shall
9 continue to afford the material in question the level of protection to which it is
10 entitled under the Producing Party’s designation until the Court rules on the
11 challenge.

12
13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that
15 is disclosed or produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this Action. Such
17 Protected Material may be disclosed only to the categories of persons and under
18 the conditions described in this Order. When the Action has been terminated, a
19 Receiving Party must comply with the provisions of section 13 below (FINAL
20 DISPOSITION).

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

24 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 “CONFIDENTIAL” only to:
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1 (a) the Receiving Party’s Outside Counsel of Record in this Action,
2 as well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this Action;

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

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

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

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

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

17 (h) during their depositions, witnesses, and attorneys for witnesses, in
18 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
19 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
20 they will not be permitted to keep any confidential information unless they sign the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
22 agreed by the Designating Party or ordered by the court. Pages of transcribed
23 deposition testimony or exhibits to depositions that reveal Protected Material may
24 be separately bound by the court reporter and may not be disclosed to anyone
25 except as permitted under this Stipulated Protective Order; and

26 (i) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions.
28

1 7.3 Disclosure of “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL
2 OF RECORD ONLY” Information or Items.

3 A Receiving Party may not disclose HIGHLY CONFIDENTIAL –
4 OUTSIDE COUNSEL OF RECORD ONLY except upon the conditions described
5 in this Order and to the persons described in subparagraphs 7.2(a) and 7.2(c)-7.2(i)
6 above.

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

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

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

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

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

21 If the Designating Party timely seeks a protective order, the Party served
22 with the subpoena or court order shall not produce any information designated in
23 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
24 COUNSEL OF RECORD ONLY” before a determination by the court from which
25 the subpoena or order issued, unless the Party has obtained the Designating Party’s
26 permission. The Designating Party shall bear the burden and expense of seeking
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1 protection in that court of its confidential material and nothing in these provisions
2 should be construed as authorizing or encouraging a Receiving Party in this Action
3 to disobey a lawful directive from another court.
4

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
8 a Non-Party in this Action and designated as “CONFIDENTIAL” or HIGHLY
9 CONFIDENTIAL – OUTSIDE COUNSEL OF RECORD ONLY.” Such
10 information produced by Non-Parties in connection with this litigation is protected
11 by the remedies and relief provided by this Order. Nothing in these provisions
12 should be construed as prohibiting a Non-Party from seeking additional
13 protections.

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

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

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

25 (3) make the information requested available for inspection by
26 the Non-Party, if requested.
27
28

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

10
11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

21
22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other
26 protection, the obligations of the Receiving Parties are those set forth in Federal
27 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
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1 whatever procedure may be established in an e-discovery order that provides for
2 production without prior privilege review. Pursuant to Federal Rule of Evidence
3 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
4 of a communication or information covered by the attorney-client privilege or
5 work product protection, the parties may incorporate their agreement in the
6 stipulated protective order submitted to the court.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of
9 any person to seek its modification by the Court in the future.

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

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

22
23 13. FINAL DISPOSITION

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

15
16 14. Any willful violation of this Order may be punished by civil or criminal
17 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
18 authorities, or other appropriate action at the discretion of the Court.

19
20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21
22 DATED: September 21, 2016

/s/ Jan P. Weir

Jan P. Weir

Jeffrey D. Farrow

Joseph J. Mellema

Kathrine J. Brandt

MICHELMAN & ROBINSON, LLP

Attorneys for Plaintiff

S&B FILTERS INC.

1 DATED: September 21, 2016

/s/ James E. Doroshow

James E. Doroshow

Ashe Puri

FOX ROTHSCHILD LLOP

Attorneys for Defendant

R2C PERFORMANCE PRODUCTS LLC

6 **CERTIFICATION OF FILER (L.R. 5-4.3.4)**

7 All other signatories listed above on whose behalf this filing is submitted
8 concur in the filing's content and have authorized this filing.

10 DATED: September 21, 2016

/s/ Kathrine J. Brandt

Kathrine J. Brandt

MICHELMAN & ROBINSON, LLP

Attorneys for Plaintiff

S&B FILTERS INC.

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

18 DATED: 09/22/16

/S/ MICHAEL R. WILNER

HON. MICHAEL R. WILNER

United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [full name], of _____ [full
5 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 case
8 of _____ [insert case name and
9 number]. I agree to comply with and to be bound by all the terms of this
10 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
13 that is subject to this Stipulated Protective Order to any person or entity except in
14 strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District
16 Court for the Central District of California for the purpose of enforcing the terms
17 of this Stipulated Protective Order, even if such enforcement proceedings occur
18 after termination of this action. I hereby appoint _____ [full
19 name] of _____ [full address and telephone
20 number] as my California agent for service of process in connection with this
21 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: _____