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 5 **TITLEMAX OF CALIFORNIA, INC.**

6  
 7 **UNITED STATES DISTRICT COURT**  
 8 **CENTRAL DISTRICT OF CALIFORNIA**  
 9 **EASTERN DIVISION**

10  
 11 TONI GLOCK, an individual, and  
 TERRY GLOCK, an individual;

12 Plaintiffs,

13  
 14 v.

15 TITLEMAX OF CALIFORNIA, INC.,  
 a corporation; and DOES 1 through 10,  
 16 inclusive,

17 Defendants.  
 18

Case No. 5:18-cv-213 DMG (SHKx)

**STIPULATED PROTECTIVE  
 ORDER**

19 Date Action Filed: December 18, 2017  
 20 Trial Date: Not yet assigned

21  
 22 1. A. PURPOSES AND LIMITATIONS

23 Discovery in this action is likely to involve production of confidential,  
 24 proprietary, and/or private information for which special protection from public  
 25 disclosure and from use for any purpose other than prosecuting this litigation may be  
 26 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
 27 the following Stipulated Protective Order. The parties acknowledge that this Order  
 28 does not confer blanket protections on all disclosures or responses to discovery and

1 that the protection it affords from public disclosure and use extends only to the limited  
2 information or items that are entitled to confidential treatment under the applicable  
3 legal principles. The parties further acknowledge, as set forth in Section 12.3 below,  
4 that this Stipulated Protective Order does not entitle them to file confidential  
5 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
6 followed and the standards that will be applied when a party seeks permission from  
7 the court to file material under seal.

8           B.     GOOD CAUSE STATEMENT

9           This action will involve confidential and private consumer information,  
10 including without limitation, personal information provided by Plaintiff Toni Glock  
11 in her loan application and other materials submitted to Defendant TitleMax of  
12 California, Inc. (“Defendant”) in connection with her obtaining a loan from  
13 Defendant. This action is likely to involve confidential and proprietary information  
14 including but not limited to: trade secrets, technical data, confidential research,  
15 policies, development and manufacturing information, and financial and marketing  
16 information relating Defendant’s respective products and technology for which  
17 special protection from public disclosure and from use for any purpose other than  
18 prosecution of this action is warranted. Such confidential and proprietary materials  
19 and information consist of, among other things, confidential business or financial  
20 information, information regarding confidential business practices (including  
21 company policies and training material), confidential and proprietary underwriting  
22 criteria, or other confidential research, development, or commercial information  
23 (including information implicating privacy rights of third parties), information  
24 otherwise generally unavailable to the public, or which may be privileged or otherwise  
25 protected from disclosure under state or federal statutes, court rules, case decisions,  
26 or common law. Accordingly, to expedite the flow of information, to facilitate the  
27 prompt resolution of disputes over confidentiality of discovery materials, to  
28 adequately protect information the parties are entitled to keep confidential, to ensure

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

8 2. DEFINITIONS

9 2.1 Action: *TONI GLOCK, an individual, and TERRY GLOCK, an*  
10 *individual v. TITLEMAX OF CALIFORNIA, INC., a corporation; and DOES 1*  
11 *through 10, inclusive, Case No. 5:18-cv-213 DMG (SHKx).*

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for protection  
16 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
17 Cause Statement, above.

18 2.4 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”  
19 Information or Items”: extremely sensitive CONFIDENTIAL Information or Items  
20 whose disclosure to another Party or nonparty would create a substantial risk of  
21 serious injury that could not be avoided by less restrictive means.

22 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their  
23 support staff).

24 2.6 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES  
27 ONLY.”

28

1           2.7 Disclosure or Discovery Material: all items or information, regardless of  
2 the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced or  
4 generated in disclosures or responses to discovery in this matter.

5           2.8 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8           2.9 House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11           2.10 Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this action.

13           2.11 Outside Counsel of Record: attorneys who are not employees of a party  
14 to this Action but are retained to represent or advise a party to this Action and have  
15 appeared in this Action on behalf of that party or are affiliated with a law firm which  
16 has appeared on behalf of that party, and includes support staff.

17           2.12 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22           2.14 Professional Vendors: persons or entities that provide litigation support  
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26           2.15 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --  
28 ATTORNEYS’ EYES ONLY.”

1           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
2 from a Producing Party.

3 3.     SCOPE

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

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

11 4.     DURATION

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

20 5.     DESIGNATING PROTECTED MATERIAL

21         5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

9 5.2 Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced.

14 Designation in conformity with this Order requires:

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

24 A Party or Non-Party that makes original documents available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated  
26 which documents it would like copied and produced. During the inspection and before  
27 the designation, all of the material made available for inspection shall be deemed  
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY.” After the inspecting Party has identified the documents it wants copied and  
2 produced, the Producing Party must determine which documents, or portions thereof,  
3 qualify for protection under this Order. Then, before producing the specified  
4 documents, the Producing Party must affix the “CONFIDENTIAL”/“HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend” to each page that  
6 contains Protected Material. If only a portion or portions of the material on a page  
7 qualifies for protection, the Producing Party also must clearly identify the protected  
8 portion(s) (e.g., by making appropriate markings in the margins).

9 (b) for testimony given in depositions, that the Designating Party identify  
10 the Disclosure or Discovery Material on the record, before the close of the deposition  
11 all protected testimony. When it is impractical to identify separately each portion of  
12 testimony that is entitled to protection, and when it appears that substantial portions  
13 of the testimony may qualify for protection, the Party or Non-Party that sponsors,  
14 offers, or gives the testimony may invoke on the record (before the deposition or  
15 proceeding is concluded) a right to have up to 20 days to identify the specific portions  
16 of the testimony as to which protection is sought. Only those portions of the testimony  
17 that are appropriately designated for protection within the 20 days shall be covered  
18 by the provisions of this Stipulation and Order. Transcript pages containing Protected  
19 Material must be separately bound by the court reporter, who must affix to the top of  
20 each such page the legend “CONFIDENTIAL “or “HIGHLY CONFIDENTIAL –  
21 ATTORNEYS’ EYES ONLY” as instructed by the Party or Non-Party offering or  
22 sponsoring the witness or presenting the testimony.

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” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
27 ONLY.” If only a portion or portions of the information warrants protection, the  
28 Producing Party, to the extent practicable, shall identify the protected 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 CONFIDENTIAL OR HIGHLY CONFIDENTIAL –  
8         ATTORNEYS’ EYES ONLY DESIGNATIONS

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

12           6.2    Meet and Confer. The Challenging Party shall initiate the dispute  
13 resolution process under Local Rule 37.1 et seq.

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

22   7.    ACCESS TO AND USE OF PROTECTED MATERIAL

23           7.1    Basic Principles. A Receiving Party may use Protected Material that is  
24 disclosed or produced by another Party or by a Non-Party in connection with this  
25 Action only for prosecuting, defending, or attempting to settle this Action. Such  
26 Protected Material may be disclosed only to the categories of persons and under the  
27 conditions described in this Order. When the Action has been terminated, a Receiving  
28 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).



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

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

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

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

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

16 (d) the court, jury, and its personnel;

17 (e) court reporters and their staff;

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

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

23 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
26 not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may be  
2 separately bound by the court reporter and may not be disclosed to anyone except as  
3 permitted under this Stipulated Protective Order; and

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

6 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
7 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
8 writing by the Designating Party, a Receiving Party may disclose any information or  
9 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
10 to:

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

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

17 (c) the court, jury, and its personnel;

18 (d) private court reporters and their staff to whom disclosure is reasonably  
19 necessary for this Action and who have signed the “Acknowledgment and Agreement  
20 to Be Bound” (Exhibit A);

21 (e) 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 (f) the author or recipient of a document containing the information or a  
25 custodian or other person who otherwise possessed or knew the information; and

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

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY” that Party must:

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

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

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

15 If the Designating Party timely seeks a protective order, the Party served with  
16 the subpoena or court order shall not produce any information designated in this action  
17 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
18 ONLY” before a determination by the court from which the subpoena or order issued,  
19 unless the Party has obtained the Designating Party’s permission. The Designating  
20 Party shall bear the burden and expense of seeking protection in that court of its  
21 confidential material and nothing in these provisions should be construed as  
22 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
23 directive from another court.

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

26 (a) The terms of this Order are applicable to information produced by a Non-  
27 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and relief  
2 provided by this Order. Nothing in these provisions should be construed as prohibiting  
3 a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to  
5 produce a Non-Party's confidential information in its possession, and the Party is  
6 subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall:

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

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

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

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

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
2 persons to whom unauthorized disclosures were made of all the terms of this Order,  
3 and (d) request such person or persons to execute the “Acknowledgment and  
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

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

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
21 Protective Order no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in this  
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 Filing Protected Material. A Party that seeks to file under seal any  
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
27 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
28 Protected Material at issue. If a Party's request to file Protected Material under seal is

1 denied by the court, then the Receiving Party may file the information in the public  
2 record unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

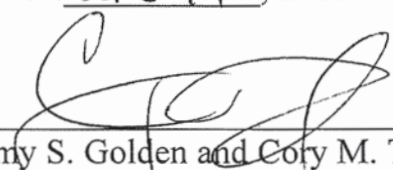
4 After the final disposition of this Action, as defined in paragraph 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must return  
6 all Protected Material to the Producing Party or destroy such material. As used in this  
7 subdivision, “all Protected Material”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

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1 14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4  
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 DATED: JUNE 14, 2018

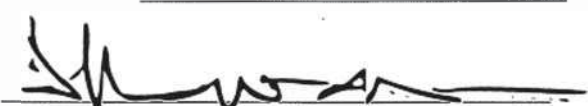
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9   
10 \_\_\_\_\_  
11 Jeremy S. Golden and Cory M. Teed  
12 Attorneys for Plaintiffs  
13 TONI GLOCK and TERRY GLOCK

14  
15 DATED: June 18, 2018

16   
17 \_\_\_\_\_  
18 James C. Pettis  
19 Attorneys for Defendant  
20 TITLEMAX OF CALIFORNIA, INC.

21  
22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23  
24 DATED: 6/25/2018

25  
26   
27 \_\_\_\_\_  
28 United States District Court / Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_, of \_\_\_\_\_ [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 \_\_\_\_\_, 2018 in the case of *TONI GLOCK, an*  
8 *individual, and TERRY GLOCK, an individual v. TITLEMAX OF CALIFORNIA,*  
9 *INC., a corporation; and DOES 1 through 10, inclusive*, Case No. 5:18-cv-213 DMG  
10 (SHKx). I agree to comply with and to be bound by all the terms of this Stipulated  
11 Protective Order and I understand and acknowledge that failure to so comply could  
12 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
13 that I will not disclose in any manner any information or item that is subject to this  
14 Stipulated Protective Order to any person or entity except in strict compliance with  
15 the provisions of this Order.

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

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

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

28