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6 Attorneys for Defendants,
 7 Amazon.com, Inc. and
 8 Amazon.com Services, Inc.
 (erroneously named herein as Amazon
 Fulfillment Services, Inc.)

9
 10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

12 BAXTER, BAILEY, & ASSOCIATES,
 13 INC., A CORPORATION, AN
 14 ASSIGNEE OF PACIFIC WEST
 FREIGHT, INC. AND TIMELY
 EXPRESS, LLC,

15 Plaintiffs,

16 v.

17 AMAZON.COM, INC., A DELAWARE
 18 CORPORATION; EGT TRANSPORT,
 19 LLC, AN ARIZONA LIMITED
 LIABILITY COMPANY; LOGISTICS
 20 PLUS, INC., A PENNSYLVANIA
 CORPORATION; JL FREIGHT, INC.,
 21 A CALIFORNIA CORPORATION;
 AMAZON FULFILLMENT SERVICES,
 22 INC., A DELAWARE CORPORATION;
 AND DOES 1 TO 100,

23 Defendants.

Case No. 5:18-cv-00348-SVK-KK

*Assigned to Judge Stephen V.
 Wilson; Referred to Magistrate
 Judge Kenly Kiya Kato*

STIPULATED PROTECTIVE ORDER¹

Complaint Filed: January 12, 2018
 Trial Date: TBA

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 28 ¹ This Stipulated Protective Order is substantially based on the model protective order provided under the Magistrate Kenly Kiya Kato’s Procedures.

1 1. A. PURPOSES AND LIMITATIONS

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

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and
17 other valuable commercial, financial and/or proprietary information for which special
18 protection from public disclosure and from use for any purpose other than prosecution
19 of this action is warranted. Such confidential and proprietary materials and
20 information consist of, among other things, confidential business or financial
21 information, information regarding confidential business practices, or other
22 confidential commercial information (including information implicating privacy
23 rights of third parties), information otherwise generally unavailable to the public, or
24 which may be privileged or otherwise protected from disclosure under state or federal
25 statutes, court rules, case decisions, or common law. Accordingly, to expedite the
26 flow of information, to facilitate the prompt resolution of disputes over confidentiality
27 of discovery materials, to adequately protect information the parties are entitled to
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1 keep confidential, to ensure that the parties are permitted reasonable necessary uses of
2 such material in preparation for and in the conduct of trial, to address their handling at
3 the end of the litigation, and serve the ends of justice, a protective order for such
4 information is justified in this matter. It is the intent of the parties that information
5 will not be designated as confidential for tactical reasons and that nothing be so
6 designated without a good faith belief that it has been maintained in a confidential,
7 non-public manner, and there is good cause why it should not be part of the public
8 record of this case.

9 2. DEFINITIONS

10 2.1 Action: this pending federal law suit.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation
12 of information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
14 how it is generated, stored or maintained) or tangible things that qualify for protection
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
16 Cause Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
18 support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or
20 items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
22 ONLY.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless of
24 the medium or manner in which it is generated, stored, or maintained (including,
25 among other things, testimony, transcripts, and tangible things), that are produced or
26 generated in disclosures or responses to discovery in this matter.

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1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”
5 Information or Items: extremely sensitive “CONFIDENTIAL” information or items,
6 disclosure of which to another Party or Non-Party the Producing Party reasonably
7 believes is likely to cause economic harm or significant commercial disadvantage to
8 the Producing Party. The Parties agree that the following information, if non-public,
9 shall be presumed to merit the “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
10 ONLY” designation: trade secrets, pricing information, financial data, sales
11 information, sales or marketing forecasts or plans, business plans, sales or marketing
12 strategy, product development information, engineering documents, testing
13 documents, employee information, and other non-public information of similar
14 competitive and business sensitivity.

15 2.9 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 2.10 Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 2.11 Outside Counsel of Record: attorneys who are not employees of a party
21 to this Action but are retained to represent or advise a party to this Action and have
22 appeared in this Action on behalf of that party or are affiliated with a law firm which
23 has appeared on behalf of that party, and includes support staff.

24 2.12 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
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1 Discovery Material in this Action.

2 2.14 Professional Vendors: persons or entities that provide litigation support
3 services (e.g., photocopying, videotaping, translating, preparing exhibits or
4 demonstrations, and organizing, storing, or retrieving data in any form or medium)
5 and their employees and subcontractors.

6 2.15 Protected Material: any Disclosure or Discovery Material that is
7 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
8 ATTORNEY’S EYES ONLY.”

9 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or
15 compilations of Protected Material; and (3) any testimony, Conversations, or
16 presentations by Parties or their Counsel that might reveal Protected Material.

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

19 4. DURATION

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

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES

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1 ONLY” to each page that contains protected material. If only a portion or portions of
2 the material on a page qualifies for protection, the Producing Party also must clearly
3 identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins).

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

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

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

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
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1 failure to designate qualified information or items does not, standing alone, waive the
2 Designating Party's right to secure protection under this Order for such material.
3 Upon timely correction of a designation, the Receiving Party must make reasonable
4 efforts to assure that the material is treated in accordance with the provisions of this
5 Order.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
8 designation of confidentiality at any time that is consistent with the Court's
9 Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
11 resolution process under Local Rule 37.1 et seq.

12 6.3 The burden of persuasion in any such challenge proceeding shall be on
13 the Designating Party. Frivolous challenges, and those made for an improper purpose
14 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
15 expose the Challenging Party to sanctions. Unless the Designating Party has waived
16 or withdrawn the confidentiality designation, all parties shall continue to afford the
17 material in question the level of protection to which it is entitled under the Producing
18 Party's designation until the Court rules on the challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
4 otherwise ordered by the court or permitted in writing by the Designating Party, a
5 Receiving Party may disclose any information or item designated
6 “CONFIDENTIAL” only to:

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

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

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

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

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

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

22 (h) during their depositions, witnesses, and attorneys for witnesses, in
23 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
24 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
25 will not be permitted to keep any confidential information unless they sign the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
27 agreed by the Designating Party or ordered by the court. Pages of transcribed
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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 – ATTORNEY’S EYES
7 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
8 writing by the Designating Party, any information or item designated “HIGHLY
9 CONFIDENTIAL – ATTORNEY’S EYES ONLY” may only be disclosed to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action,
11 provided that such Outside Counsel is not involved in competitive decision-making,
12 as defined by *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on
13 behalf of a Party or a competitor of a Party, in this Action, as well as employees of
14 said Outside Counsel of Record to whom it is reasonably necessary to disclose the
15 information for this litigation and who have signed the “Acknowledgment and
16 Agreement to Be Bound” (Exhibit A);

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

20 (c) the court and its personnel;

21 (d) court reporters and their staff;

22 (e) professional jury or trial consultants, mock jurors, and other
23 professional vendors to whom disclosure is reasonably necessary for this litigation
24 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
25 A);

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1 (f) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

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

12 (h) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
15 OTHER LITIGATION

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

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

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

25 (c) cooperate with respect to all reasonable procedures sought to be
26 pursued by the Designating Party whose Protected Material may be affected. If the
27 Designating Party timely seeks a protective order, the Party served with the subpoena
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1 or court order shall not produce any information designated in this action as
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”
3 before a determination by the court from which the subpoena or order issued, unless
4 the Party has obtained the Designating Party’s permission. The Designating Party
5 shall bear the burden and expense of seeking protection in that court of its
6 confidential material and nothing in these provisions should be construed as
7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
8 directive from another court.

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

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

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

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

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

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

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

11 10. 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 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain inadvertently
23 produced material is subject to a claim of privilege or other protection, the obligations
24 of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
25 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
26 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 to
4 the court.

5 12. MISCELLANEOUS

6 12.1 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 12.2 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 12.3 Filing Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
15 only be filed under seal pursuant to a court order authorizing the sealing of the
16 specific Protected Material at issue. If a Party's request to file Protected Material
17 under seal is denied by the court, then the Receiving Party may file the information in
18 the public record unless otherwise instructed by the court.

19 13. FINAL DISPOSITION

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

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

14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15 DATED: May 11, 2018

DOLL AMIR & ELEY LLP

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18 By: /s/ L. Katie Machado
19 Gregory L. Doll
20 L. Katie Machado
21 Attorneys for Defendant,
22 AMAZON.COM, INC.
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DATED: May 11, 2018

GRANT LAW, A PROFESSIONAL LAW CORPORATION

By: /s/ Richard L. Grant
Richard L. Grant
Attorneys for Plaintiff,
BAXTER, BAILEY, &
ASSOCIATES, INC.

DATED: May 11, 2018

ROBINS KAPLAN LLP

By: /s/ Jason R. Fair
Jason R. Fair
Attorneys for Defendants,
LOGISTICS PLUC, INC.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 5/14/18



HON. KENLY KIYA KATO
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 _____ [*Baxter, Bailey, & Associates, Inc., LLC, et*
8 *al. v. Amazon.com, Inc., et al.*, U.S. District Court Central District of California
9 **Case No. 5:18-cv-00348-SVW KK**]. I agree to comply with and to be bound by all
10 the terms of this Stipulated Protective Order and I understand and acknowledge that
11 failure to so comply could expose me to sanctions and punishment in the nature of
12 contempt. I solemnly promise that I will not disclose in any manner any
13 information or item that is subject to this Stipulated Protective Order to any person
14 or entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the
16 Central District of California for enforcing the terms of this Stipulated Protective
17 Order, even if such enforcement proceedings occur after termination of 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
26 Printed name: _____

27 Signature: _____
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over
4 the age of 18 years and not a party to the within action. My business address is **1888
Century Park East, Suite 1850, Los Angeles, California 90067.**

5 On May 11, 2018, I served the foregoing document described as **STIPULATED**
6 **PROTECTIVE ORDER** on the interested parties in this action by placing the original and/or a
true copy thereof enclosed in (a) sealed envelope(s), addressed as follows:

7 **SEE ATTACHED SERVICE LIST**

- 8 **BY REGULAR MAIL:** I deposited such envelope in the mail at 1888
9 Century Park East, Suite 1850, Los Angeles, California. The envelope was
10 mailed with postage thereon fully prepaid. I am “readily familiar” with the
firm’s practice of collection and processing correspondence for mailing. It is
11 deposited with the U.S. Postal Service on that same day in the ordinary course
of business. I am aware that on motion of the party served, service is
12 presumed invalid if postal cancellation date or postage meter date is more than
one (1) day after date of deposit for mailing in affidavit.
- 13 **BY FACSIMILE MACHINE:** I transmitted a true copy of said document(s)
by facsimile machine, and no error was reported. Said fax transmission(s)
were directed as indicated on the service list.
- 14 **BY OVERNIGHT DELIVERY:** I caused such documents to be delivered
15 overnight via an overnight delivery service in lieu of delivery by mail to the
addressees. The envelope or package was deposited with delivery fees thereon
16 fully prepaid.
- 17 **BY ELECTRONIC MAIL:** I transmitted a true copy of said document(s) via
18 electronic mail, and no error was reported. Said email was directed as
indicated on the service list.
- 19 **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by
20 hand to the above addressee(s).
- 21 **BY CM/ECF:** I electronically transmitted a true copy of said document(s) to
the Clerk’s Office using the CM/ECF System for filing and transmittal of a
22 Notice of Electronic Filing to the aforementioned CM/ECF registrants.

23 I declare that I am employed in the office of a member of the Bar of this Court,
at whose direction the service was made. I declare under penalty of perjury under the
24 laws of the State of California that the foregoing is true and correct.

25 Executed on May 11, 2018, at Los Angeles, California.

26 */s/ Genevieve Fenster*

27 Genevieve Fenster

DOLL AMIR & ELEY LLP

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