

1 *Mr. Tommie Lee Hareis #18533*  
2 *P.O. Box 3476 4A4 #19*  
3 *Corcoran California 93212*

FILED  
CLERK, U.S. DISTRICT COURT  
OCT 13 2015  
CENTRAL DISTRICT OF CALIFORNIA  
BY [Signature] DEPUTY

6 *United States District Court*  
7 *For the Central District of California*

9 *Mr. Tommie Lee Hareis*  
*Plaintiff*  
10 ✓  
12 *K. Hareis*  
*Defendant*

Case # 215 CV 03104 OSWE  
Plaintiff response reply to Opposition to Motion  
for Order Reopening Plaintiff, In forma Pauperis  
and Dismissing Action 28 USC 1915a)  
Plaintiff seeks the court to dismiss / vacate the docket  
motion of Defendant.

15 *Introduction*

16 Plaintiff response to Defendant Hareis Motion by Attorney David A. Coe  
17 Plaintiff, Howard of East Chico Del Norte after reasonable were tested to Calif-  
18 ornia Department of Correction policies in question and being determined after test  
19 Plaintiff was diagnosed wrongful of being having HIV virus where Plaintiff  
20 suffer aftermath of becoming contaminated and was contaminated with another  
21 disease called Tuberculosis, No medical record outside of prison or inside of prison  
22 can show that Plaintiff was with this disease before hand of entering Del Norte that  
23 East Chico Person. Taken the medication of I.N.H. for Tuberculosis (TB) This ex-  
24 perience alone was an Major Complication exception during Plaintiff's years  
25 of undergoing tests alleged Plaintiff being HIV and Plaintiff today carry  
26 Tuberculosis (TB) (Code 32) The court likely find this as a requirement claim to  
27 serious Medical Need as filed without determination. The Doctor's had failure to  
28 diagnose correct, To leave the Plaintiff facing imminent danger of serious Physical

1 injury at the time of those filed 42 USC 1983 with properable Plausible  
2 allegations of later causing the inflammatory disease / life threatening disease  
3 Pneumonia / Pneumoconiosis meaning inhalation of irritant metallic particles  
4 / mineral

5 Plaintiff was diagnosed with H2H w/ Virus in 1991 require to  
6 Special Medical Care to ensure the Person / Peoples Health safely by given  
7 immediate and appropriate Medical Care not complacental treatments  
8 where Ignored lead to the risky of not receiving Medical Need and placing  
9 Plaintiff into imminent danger to those future reproductive health pro-  
10 grams as Tuberculosis / High Blood Pressure / Seizure maybe future  
11 Pneumonia all raises questions in the area of inadequate Medical  
12 Need Care under Eight (8) Amendment and when these Defendants Ignored  
13 further risky in 1992 to 1999 as Person Official to Medical Staffs showed  
14 Deliberate Indifference, Plaintiff reasonable ness test to the Person  
15 Policies in Questions as an person determining violation of claim merit  
16 of the Fourteenth (14) Amendment rights to outweigh the Defendant claim  
17 of legitimate Penological interest that might explain the policy

#### 18 DISCUSSION response

19 Plaintiff claim merit of August 25, 2013 lay under  
20 unnessary force / usage of O.C. Spray violating Denial / injunction by  
21 Judge L. Keelton of 2013/2014 violation and Complaint to Fourteen (14) Amend-  
22 ment rights and other Amendments rights.

23 Plaintiff do dispute that the complaint have allegations Plausible  
24 suggested and Plaintiff did the best in explaining it without usage of law citations  
25 or the word at the time imminent danger.

26 The Defendant K. Harris / assigned Deputy Attorney General David  
27 A. Coe also well assume what the Plaintiff identified / whom was identified  
28 to the indicated Oppositions to the responded Motion where of Plaintiff

1 required showed imminent danger by Defendants Bick / Greaghty Both  
2 prolonged the knowing of Plaintiff health condition and diagnosis of HIV  
3 test result Believe from 1992/1999 likely it was well known by Both  
4 defendants when Plaintiff was housed inside of the Medical Authorized  
5 Isolation Housing Unit Fusing

6 Plaintiff faced Prosecution as a HIV w/ Virus inside with the  
7 contaminated Virus to cost the Plaintiff life danger of Health to stay  
8 incarcerated longer maybe without Medical Medicine or testing housed  
9 at the county Jail for the next three (3) years or more

10  
11 In the April 25, 2015 complaint of 48 USC 1983 Plaintiff filing  
12 suggested imminent danger of serious Physical injury (indirect)

13 Plaintiff undergoing OC Spray under psych-Meds in Both eyes  
14 Blinded without clear sighting for hours not knowing the outcome of  
15 Plaintiff health condition, denial of Medical treatments / to be seen  
16 by Doctor / Nurse maintaining of taken psych-Meds.

17 Plaintiff could not tell exactly what was ready taken place  
18 without warning. Something danger was hanging threateningly over the  
19 Plaintiff Head and if Plaintiff eyes be reflected.

20  
21 Plaintiff voluntarily dismissed Defendant Bick where Plaintiff  
22 incarceration duration can out end Plaintiff was released before any  
23 acknowledgement allowed Plaintiff to know that the Court next move  
24 or Motion, Plaintiff transit on release from the county jail with no  
25 way the court address Plaintiff exhibits in failure to state a claim  
26 or support the court orders

1 Plaintiff now seeks from the Court a Dismissal of the  
2 April 27 2015 Notice of Motion and Motion for Order Revoking Plaintiff  
3 In forma Pauperis Status and Dismissing Action (28 USC 1915g) by Defendant  
4 K. Harris Attorney and the Court Grant this Action in the Plaintiff favor

5  
6 Defendant K. Harris No. CV-13-3104 (DINE) attorney David A. Casasco  
7 have display state, Plaintiff have four Prior Strikes under the PLRA 28  
8 USC 1915g Defendant/Attorney alleged by Motion (addressing Three 3)  
9 made up Prior Strikes to the last mentioned Motion, Plaintiff have  
10 witness all Three 3 but only Two 2 Plaintiff did file correctly/direct  
11 to the court One 1 Prior Strike mention of Defendant/Attorney was  
12 unknown to Plaintiff.

13 HARRIS V. Nielsen No. CV 8-98-0225 (G. B. H. E. S. C. D.)

14 Plaintiff response for the Court to dismiss the Strike as a  
15 error on the defendant part.

16 The other Two 2 alleged prior strikes Plaintiff acknowledge  
17 and voluntarily dismiss HARRIS V. Bick et al 2 98 CV 01197 (K. A. S. A. E. C. D.)  
18 PLRA 28 USC 1915g

19 Plaintiff response respectively also finding No Merit in the  
20 Defendant/Attorney David A. Casasco filed Motion of the Three Strikes  
21 Motion to Dismiss Plaintiff In forma Pauperis Status cause No Three  
22 Strikes provision point at the Plaintiff

23 Defendant/Attorney only can show one 1 Strike possible. HARRIS V  
24 Casaghy et al. No. CV 8-98-0861 (G. E. B. E. S. C. D.) MAY 25, 1999

25 Plaintiff the granting of the In forma Pauperis Status  
26 whereof not Three strikes provision point at the Plaintiff and the  
27 will dismiss the April 27, 2015 and October 1, 2015 Motions filed.

28 Date October 8 2015

me Tommielee HARRIS F68533

PROOF OF SERVICE BY MAIL

I, Mr Tommelee Harris F08533, declare that I am over 18 years of age, and a party to the attached herein cause of action, that I reside at California State Prison at Corcoran, in the County of King, California.

My mailing address is: Corcoran State Prison Segregation Hearing Unit (SHU)  
4A 4<sup>th</sup> 49 P.O. Box 3476, Corcoran California 98212

On October, 20 15, I delivered to prison officials for mailing, at the above address, the attached: Case # 215 CIV 03104 OSWIE response Reply to opposition to motion for order Revoking Plaintiff In Form Pro se's Status and Dismissing Action (28 USC 1915g) Plaintiff seek the Court to vacate/dismiss the Defendant's Motions

in sealed envelope(s), with postage fully prepaid, and addressed to the following:

- (1) Magistrate Judge Charles F. Eick (2) Deputy Attorney General David A. Coe  
United States District Court for the 300 South Spring Street Suite 1702  
Central District of California, Office of the Los Angeles California 90013  
Clerk 312 N. Spring Street Suite 68, Los Angeles  
California 90012

- (3) \_\_\_\_\_ (4) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed this 9<sup>th</sup> day of October, 20 15, at California State Prison, Corcoran.

Mr Tommelee Harris F08533  
In Pro Per

1 KNEAFSEY & FRIEND LLP  
SEAN M. KNEAFSEY (SBN 180863)  
2 skneafsey@kneafseyfriend.com  
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4 Los Angeles, California 90017  
Phone: (213) 892-1200  
5 Fax: (213) 892-1208

6 Attorneys for Plaintiff  
GENES INDUSTRY, INC.

7  
8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10

11 GENES INDUSTRY, INC., a California  
corporation,

12 Plaintiff,

13 vs.  
14

15 CUSTOM BLINDS AND  
COMPONENTS, INC., a California  
corporation,

16 Defendant.  
17

18 CUSTOM BLINDS AND  
COMPONENTS, INC., a California  
corporation,

19 Counter-Claimant,  
20

21 vs.  
22

23 GENES INDUSTRY, INC., a California  
corporation,

24 Counter-Defendant.  
25  
26  
27  
28

Case No.: 8:15-CV-00476-AG-E

**STIPULATED PROTECTIVE  
ORDER**

Complaint Filed: March 26, 2015  
Trial Date: November 29, 2016

1    **1.    PURPOSE AND LIMITS OF THIS ORDER**

2           Discovery in this action is likely to involve confidential, proprietary, or  
3 private information requiring special protection from public disclosure and from use  
4 for any purpose other than this litigation. Thus, the Court enters this Protective  
5 Order. This Order does not confer blanket protections on all disclosures or responses  
6 to discovery, and the protection it gives from public disclosure and use extends only  
7 to the specific material entitled to confidential treatment under the applicable legal  
8 principles. This Order does not automatically authorize the filing under seal of  
9 material designated under this Order. Instead, the parties must comply with L.R. 79-  
10 5.1 if they seek to file anything under seal. This Order does not govern the use at  
11 trial of material designated under this Order.

12  
13    **2.    DESIGNATING PROTECTED MATERIAL**

14           **2.1    Over-Designation Prohibited.** Any party or non-party who designates  
15 information or items for protection under this Order as “CONFIDENTIAL,”  
16 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY,” or “HIGHLY  
17 CONFIDENTIAL – SOURCE CODE” (a “designator”) must only designate  
18 specific material that qualifies under the appropriate standards. To the extent  
19 practicable, only those parts of documents, items, or oral or written communications  
20 that require protection shall be designated. Designations with a higher  
21 confidentiality level when a lower level would suffice are prohibited. Mass,  
22 indiscriminate, or routinized designations are prohibited. Unjustified designations  
23 expose the designator to sanctions, including the Court’s striking all confidentiality  
24 designations made by that designator. Designation under this Order is allowed only  
25 if the designation is necessary to protect material that, if disclosed to persons not  
26 authorized to view it, would cause competitive or other recognized harm. Material  
27 may not be designated if it has been made public, or if designation is otherwise  
28 unnecessary to protect a secrecy interest. If a designator learns that information or

1 items that it designated for protection do not qualify for protection at all or do not  
2 qualify for the level of protection initially asserted, that designator must promptly  
3 notify all parties that it is withdrawing the mistaken designation.

4 **2.2 Manner and Timing of Designations.** Designation under this Order  
5 requires the designator to affix the applicable legend (“CONFIDENTIAL,”  
6 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY,” or “HIGHLY  
7 CONFIDENTIAL – SOURCE CODE”) to each page that contains protected  
8 material. For testimony given in deposition or other proceeding, the designator shall  
9 specify all protected testimony and the level of protection being asserted. It may  
10 make that designation during the deposition or proceeding, or may invoke, on the  
11 record or by written notice to all parties on or before the next business day, a right to  
12 have up to 21 days from the deposition or proceeding to make its designation.

13 **2.2.1** A party or non-party that makes original documents or materials  
14 available for inspection need not designate them for protection until after the  
15 inspecting party has identified which material it would like copied and  
16 produced. During the inspection and before the designation, all material shall  
17 be treated as HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY.  
18 After the inspecting party has identified the documents it wants copied and  
19 produced, the producing party must designate the documents, or portions  
20 thereof, that qualify for protection under this Order.

21 **2.2.2** Parties shall give advance notice if they expect a deposition or  
22 other proceeding to include designated material so that the other parties can  
23 ensure that only authorized individuals are present at those proceedings when  
24 such material is disclosed or used. The use of a document as an exhibit at a  
25 deposition shall not in any way affect its designation. Transcripts containing  
26 designated material shall have a legend on the title page noting the presence  
27 of designated material, and the title page shall be followed by a list of all  
28 pages (including line numbers as appropriate) that have been designated, and



1 the level of protection being asserted. The designator shall inform the court  
2 reporter of these requirements. Any transcript that is prepared before the  
3 expiration of the 21-day period for designation shall be treated during that  
4 period as if it had been designated HIGHLY CONFIDENTIAL –  
5 ATTORNEY EYES ONLY unless otherwise agreed. After the expiration of  
6 the 21-day period, the transcript shall be treated only as actually designated.

7 **2.3 Inadvertent Failures to Designate.** An inadvertent failure to  
8 designate does not, standing alone, waive protection under this Order. Upon timely  
9 assertion or correction of a designation, all recipients must make reasonable efforts  
10 to ensure that the material is treated according to this Order.

11  
12 **3. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 All challenges to confidentiality designations shall proceed under L.R. 37-1  
14 through L.R. 37-4.

15  
16 **4. ACCESS TO DESIGNATED MATERIAL**

17 **4.1 Basic Principles.** A receiving party may use designated material only  
18 for this litigation. Designated material may be disclosed only to the categories of  
19 persons and under the conditions described in this Order.

20 **4.2 Disclosure of CONFIDENTIAL Material Without Further**  
21 **Approval.** Unless otherwise ordered by the Court or permitted in writing by the  
22 designator, a receiving party may disclose any material designated  
23 CONFIDENTIAL only to:

24 **4.2.1** The receiving party's outside counsel of record in this action  
25 and employees of outside counsel of record to whom disclosure is reasonably  
26 necessary;

27  
28

1           **4.2.2** The officers, directors, and employees of the receiving party to  
2 whom disclosure is reasonably necessary, and who have signed the  
3 Agreement to Be Bound (Exhibit A);

4           **4.2.3** Experts retained by the receiving party's outside counsel of  
5 record to whom disclosure is reasonably necessary, and who have signed the  
6 Agreement to Be Bound (Exhibit A);

7           **4.2.4** The Court and its personnel;

8           **4.2.5** Outside court reporters and their staff, professional jury or trial  
9 consultants, and professional vendors to whom disclosure is reasonably  
10 necessary, and who have signed the Agreement to Be Bound (Exhibit A);

11           **4.2.6** During their depositions, witnesses in the action to whom  
12 disclosure is reasonably necessary and who have signed the Agreement to Be  
13 Bound (Exhibit A); and

14           **4.2.7** The author or recipient of a document containing the material, or  
15 a custodian or other person who otherwise possessed or knew the information.

16           **4.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEY EYES**  
17 **ONLY and HIGHLY CONFIDENTIAL – SOURCE CODE Material Without**  
18 **Further Approval.** Unless permitted in writing by the designator, a receiving party  
19 may disclose material designated HIGHLY CONFIDENTIAL – ATTORNEY  
20 EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE without further  
21 approval only to:

22           **4.3.1** The receiving party's outside counsel of record in this action and  
23 employees of outside counsel of record to whom it is reasonably necessary to  
24 disclose the information;

25           **4.3.2** The Court and its personnel;

26           **4.3.3** Outside court reporters and their staff, professional jury or trial  
27 consultants, and professional vendors to whom disclosure is reasonably  
28 necessary, and who have signed the Agreement to Be Bound (Exhibit A); and

1           **4.3.4** The author or recipient of a document containing the material, or  
2 a custodian or other person who otherwise possessed or knew the information.

3           **4.4 Procedures for Approving or Objecting to Disclosure of HIGHLY**  
4 **CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY**  
5 **CONFIDENTIAL – SOURCE CODE Material to In-House Counsel or**  
6 **Experts.** Unless agreed to in writing by the designator:

7           **4.4.1** A party seeking to disclose to in-house counsel any material  
8 designated HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY must  
9 first make a written request to the designator providing the full name of the  
10 in-house counsel, the city and state of such counsel’s residence, and such  
11 counsel’s current and reasonably foreseeable future primary job duties and  
12 responsibilities in sufficient detail to determine present or potential  
13 involvement in any competitive decision-making. In-house counsel are not  
14 authorized to receive material designated HIGHLY CONFIDENTIAL –  
15 SOURCE CODE.

16           **4.4.2** A party seeking to disclose to an expert retained by outside  
17 counsel of record any information or item that has been designated HIGHLY  
18 CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY  
19 CONFIDENTIAL – SOURCE CODE must first make a written request to the  
20 designator that (1) identifies the general categories of HIGHLY  
21 CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY  
22 CONFIDENTIAL – SOURCE CODE information that the receiving party  
23 seeks permission to disclose to the expert, (2) sets forth the full name of the  
24 expert and the city and state of his or her primary residence, (3) attaches a  
25 copy of the expert’s current resume, (4) identifies the expert’s current  
26 employer(s), (5) identifies each person or entity from whom the expert has  
27 received compensation or funding for work in his or her areas of expertise  
28 (including in connection with litigation) in the past five years, and (6)

1 identifies (by name and number of the case, filing date, and location of court)  
2 any litigation where the expert has offered expert testimony, including by  
3 declaration, report, or testimony at deposition or trial, in the past five years. If  
4 the expert believes any of this information at (4) - (6) is subject to a  
5 confidentiality obligation to a third party, then the expert should provide  
6 whatever information the expert believes can be disclosed without violating  
7 any confidentiality agreements, and the party seeking to disclose the  
8 information to the expert shall be available to meet and confer with the  
9 designator regarding any such confidentiality obligations.

10 **4.4.3** A party that makes a request and provides the information  
11 specified in paragraphs 4.4.1 or 4.4.2 may disclose the designated material to  
12 the identified in-house counsel or expert unless, within seven days of  
13 delivering the request, the party receives a written objection from the  
14 designator providing detailed grounds for the objection.

15 **4.4.4** All challenges to objections from the designator shall proceed  
16 under L.R. 37-1 through L.R. 37-4.

17  
18 **5. SOURCE CODE**

19 **5.1 Designation of Source Code.** If production of source code is  
20 necessary, a party may designate it as HIGHLY CONFIDENTIAL – SOURCE  
21 CODE if it is, or includes, confidential, proprietary, or trade secret source code.

22 **5.2 Location and Supervision of Inspection.** Any HIGHLY  
23 CONFIDENTIAL – SOURCE CODE produced in discovery shall be made  
24 available for inspection, in a format allowing it to be reasonably reviewed and  
25 searched, during normal business hours or at other mutually agreeable times, at an  
26 office of the designating party's counsel or another mutually agreeable location. The  
27 source code shall be made available for inspection on a secured computer in a  
28 secured room, and the inspecting party shall not copy, remove, or otherwise transfer

1 any portion of the source code onto any recordable media or recordable device. The  
2 designator may visually monitor the activities of the inspecting party's  
3 representatives during any source code review, but only to ensure that there is no  
4 unauthorized recording, copying, or transmission of the source code.

5 **5.3 Paper Copies of Source Code Excerpts.** The inspecting party may  
6 request paper copies of limited portions of source code that are reasonably necessary  
7 for the preparation of court filings, pleadings, expert reports, other papers, or for  
8 deposition or trial. The designator shall provide all such source code in paper form,  
9 including Bates numbers and the label "HIGHLY CONFIDENTIAL – SOURCE  
10 CODE."

11 **5.4 Access Record.** The inspecting party shall maintain a record of any  
12 individual who has inspected any portion of the source code in electronic or paper  
13 form, and shall maintain all paper copies of any printed portions of the source code  
14 in a secured, locked area. The inspecting party shall not convert any of the  
15 information contained in the paper copies into any electronic format other than for  
16 the preparation of a pleading, exhibit, expert report, discovery document, deposition  
17 transcript, or other Court document. Any paper copies used during a deposition shall  
18 be retrieved at the end of each day and must not be left with a court reporter or any  
19 other unauthorized individual.

20

21 **6. INTENTIONALLY OMITTED**

22

23 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

24 **PRODUCED IN OTHER LITIGATION**

25

26 **7.1 Subpoenas and Court Orders.** This Order in no way excuses non-  
27 compliance with a lawful subpoena or court order. The purpose of the duties  
28 described in this section is to alert the interested parties to the existence of this

28

1 Order and to give the designator an opportunity to protect its confidentiality interests  
2 in the court where the subpoena or order issued.

3 **7.2 Notification Requirement.** If a party is served with a subpoena or a  
4 court order issued in other litigation that compels disclosure of any information or  
5 items designated in this action as CONFIDENTIAL, HIGHLY CONFIDENTIAL –  
6 ATTORNEY EYES ONLY, or HIGHLY CONFIDENTIAL – SOURCE CODE,  
7 that party must:

8 **7.2.1** Promptly notify the designator in writing. Such notification shall  
9 include a copy of the subpoena or court order;

10 **7.2.2** Promptly notify in writing the party who caused the subpoena or order  
11 to issue in the other litigation that some or all of the material covered by the  
12 subpoena or order is subject to this Order. Such notification shall include a  
13 copy of this Order; and

14 **7.2.3** Cooperate with all reasonable procedures sought by the designator  
15 whose material may be affected.

16 **7.3 Wait For Resolution of Protective Order.** If the designator timely  
17 seeks a protective order, the party served with the subpoena or court order shall not  
18 produce any information designated in this action as CONFIDENTIAL, HIGHLY  
19 CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL –  
20 SOURCE CODE before a determination by the court where the subpoena or order  
21 issued, unless the party has obtained the designator's permission. The designator  
22 shall bear the burden and expense of seeking protection of its confidential material  
23 in that court.

24  
25 **8. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL**

26 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
27 designated material to any person or in any circumstance not authorized under this  
28 Order, it must immediately (1) notify in writing the designator of the unauthorized

1 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the  
2 designated material, (3) inform the person or persons to whom unauthorized  
3 disclosures were made of all the terms of this Order, and (4) use reasonable efforts  
4 to have such person or persons execute the Agreement to Be Bound (Exhibit A).

5  
6 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
7 **PROTECTED MATERIAL**

8 When a producing party gives notice that certain inadvertently produced  
9 material is subject to a claim of privilege or other protection, the obligations of the  
10 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
11 This provision is not intended to modify whatever procedure may be established in  
12 an e-discovery order that provides for production without prior privilege review  
13 pursuant to Federal Rule of Evidence 502(d) and (e).

14  
15 **10. FILING UNDER SEAL**

16 Without written permission from the designator or a Court order, a party may  
17 not file in the public record in this action any designated material. A party seeking to  
18 file under seal any designated material must comply with L.R. 79-5.1. Filings may  
19 be made under seal only pursuant to a court order authorizing the sealing of the  
20 specific material at issue. The fact that a document has been designated under this  
21 Order is insufficient to justify filing under seal. Instead, parties must explain the  
22 basis for confidentiality of each document sought to be filed under seal. Because a  
23 party other than the designator will often be seeking to file designated material,  
24 cooperation between the parties in preparing, and in reducing the number and extent  
25 of, requests for under seal filing is essential. If a receiving party's request to file  
26 designated material under seal pursuant to L.R. 79-5.1 is denied by the Court, then  
27 the receiving party may file the material in the public record unless (1) the

28


1 designator seeks reconsideration within four days of the denial, or (2) as otherwise  
2 instructed by the Court.

3  
4 **11. FINAL DISPOSITION**

5       Within 60 days after the final disposition of this action, each party shall return  
6 all designated material to the designator or destroy such material, including all  
7 copies, abstracts, compilations, summaries, and any other format reproducing or  
8 capturing any designated material. The receiving party must submit a written  
9 certification to the designator by the 60-day deadline that (1) identifies (by category,  
10 where appropriate) all the designated material that was returned or destroyed, and  
11 (2) affirms that the receiving party has not retained any copies, abstracts,  
12 compilations, summaries, or any other format reproducing or capturing any of the  
13 designated material. This provision shall not prevent counsel from retaining an  
14 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product, even if such  
17 materials contain designated material. Any such archival copies remain subject to  
18 this Order.

19 IT IS SO ORDERED.

20  
21 DATED: 10/13/15

  
22 CHARLES F. EICK

23 United States District Judge/Magistrate Judge



EXHIBIT A

AGREEMENT TO BE BOUND

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I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Protective Order that was issued  
by the United States District Court for the Central District of California on \_\_\_\_\_  
[date] in the case of \_\_\_\_\_ [insert formal name of the case and the number  
and initials assigned to it by the court]. I agree to comply with and to be bound by  
all the terms of this Protective Order, and I understand and acknowledge that failure  
to so comply could expose me to sanctions and punishment for contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is subject  
to this Protective Order to any person or entity except in strict compliance with this  
Order.

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

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Order.

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

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

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

[printed name]

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

[signature]