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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

RACHEL MONTANEZ, an individual,
C.R., a minor by and through her
general guardian, RACHEL
MONTANEZ; J.R. a minor by and
through her general guardian, RACHEL
MONTANEZ; A.R., a minor by and
through his general guardian, RACHEL
MONTANEZ,

Plaintiff,

vs.

WOODSIDE VILLAGE
APARTMENTS, L.P., A California
Limited Partnership; SATELLITE
PROPERTY MANAGEMENT
COMPANY, INC., A California
Corporation, and DOES 1 through 110

Defendant.

CASE NO. 8:16-cv-01785-DOC-RAO
**REVISED STIPULATED
PROTECTIVE ORDER**

District Judge The Hon. David O.
Carter

Magistrate Judge The Hon. Rozella A.
Oliver

Trial Date: December 12, 2017

1. A. PURPOSE AND LIMITATIONS

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



1 protections on all disclosures or responses to discovery and that the protection it affords
2 from public disclosure and use extends only to the limited information or items that are
3 entitled to confidential treatment under the applicable legal principles.

4 **B. GOOD CAUSE STATEMENT**

5 Plaintiffs' Counsel has sought "personal information" for each and every tenant,
6 both current and prior, that has resided at Woodside Village Apartments, as that term is
7 defined under California Civil Code 1798.1. Woodside's current and prior tenants are also
8 entitled to privacy under Art. 1 Sec. 1 of the California Constitution and the Fourth
9 Amendment of the U.S. Constitution, which includes the disclosure of their "personal
10 information." In this case, Plaintiffs' counsel seeks the addresses and phone numbers of
11 the current and prior tenants at Woodside Village.

12 Disclosure by Satellite Management Company and Woodside Village Apartments,
13 LP of their current and prior tenants personal information may result in an invasion of
14 these individuals' right to personal privacy, subject Satellite Management and Woodside
15 Village Apartments to civil liability for disclosure of tenants' personal information and
16 adversely affect business operations by disturbing current Woodside Village residents.
17 However, Plaintiff's counsel has a right to conduct discovery in a manner commensurate
18 with the amount in controversy and the needs of this case.

19 Accordingly, to expedite the flow of information, to facilitate prompt resolution of
20 disputes over confidentiality of discovery materials, to ensure that parties are permitted
21 reasonably necessary uses of such material in preparation for and in the conduct of trial, to
22 address their handling at the end of litigation, to serve the ends of justice; and to prevent
23 the use of the discovery process from facilitating the California Rules of Professional
24 Conduct's ban on unsolicited offers for legal services under RPC 1-400, et seq., a
25 Protective Order for such information is justified in this matter.

26 To that end, Satellite Management Company and Woodside Village, LP will
27 produce the mailing addresses for the requested tenants for a time period of June 1, 2015,
28 to March 8, 2017.

1 Plaintiffs' communications with third-parties whose personal information they
2 receive, will be limited strictly to those communications necessary to ascertain whether
3 they have information relevant to this case, such as the identity of the Plaintiffs, the nature
4 of Plaintiffs' claims and whether they have witnessed or personally experienced identical
5 or similar events at Woodside Village Apartments.

6 Plaintiffs' counsel shall not use the personal information pertaining to current and
7 former tenants of Woodside Village Apartments received from Defendants to solicit new
8 business. Assuming no such use, Plaintiffs' counsel is not precluded from accepting new
9 business from a current or former tenant of Woodside.

10 This Protective Order is consistent with the rulings in Sanders v. Edge Holdings,
11 2012 U.S. Dist. Lexis 27090 (S.D. Cal. Mar. 1, 2012) and Zuniga v. Western Apts., 2014
12 U.S. Dist. LEXIS 83135 (C.D. Cal. Mar. 25, 2014). Any writing sent by Plaintiffs'
13 counsel to current or former tenants of Woodside Village Apartments shall make clear
14 those contacted are under no obligation whatsoever to respond in any manner to the
15 writing.

16 Any future letter sent by Plaintiffs' counsel to current or former tenants of
17 Woodside Village Apartments shall not refer to the resident manager, Kelly Buehler, by
18 name.

19 It is the intent of the parties that information will not be designated as confidential
20 for tactical reasons and that nothing be so designated without a good faith belief that it has
21 been maintained in a confidential, non-public manner and there is good cause why it
22 should not be part of the public record in this case.

23 **C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER**
24 **SEAL.**

25 The parties further acknowledge, as set forth in Section 12.3, below, that this
26 Stipulated Protective Order does not entitle them to file confidential information under
27 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the

1 standards that will be applied when a party seeks permission from the court to file material
2 under seal.

3 There is a strong presumption that the public has a right of access to judicial
4 proceedings and records in civil cases. In connection with non-dispositive motions, good
5 cause must be shown to support a filing under seal. See *Kamakana v. City and County of*
6 *Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d
7 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577
8 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing), and a
9 specific showing of good cause or compelling reasons with proper evidentiary support and
10 legal justification, must be made with respect to Protected Material that a party seeks to
11 file under seal. The parties' mere designation of Disclosure or Discovery Material as
12 CONFIDENTIAL does not— without the submission of competent evidence by
13 declaration, establishing that the material sought to be filed under seal qualifies as
14 confidential, privileged, or otherwise protectable—constitute good cause.

15 Further, if a party requests sealing related to a dispositive motion or trial, then
16 compelling reasons, not only good cause, for the sealing must be shown, and the relief
17 sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos v.*
18 *Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of
19 information, document, or thing sought to be filed or introduced under seal in connection
20 with a dispositive motion or trial, the party seeking protection must articulate compelling
21 reasons, supported by specific facts and legal justification, for the requested sealing order.
22 Again, competent evidence supporting the application to file documents under seal must be
23 provided by declaration.

24 Any document that is not confidential, privileged, or otherwise protectable in its
25 entirety will not be filed under seal if the confidential portions can be redacted. If
26 documents can be redacted, then a redacted version for public viewing, omitting only the
27 confidential, privileged, or otherwise protectable portions of the document, shall be filed.

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1 Any application that seeks to file documents under seal in their entirety should include an
2 explanation of why redaction is not feasible.

3 **2. DEFINITIONS**

4 2.1 Action: This pending federal lawsuit, Case No. 8:16-cv-01785-DOC-RAO.

5
6 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
7 information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
9 generated, stored or maintained) or tangible things that qualify for protection
10 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
11 Cause Statement.

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

14
15 2.5 Designating Party: a Party or Non-Party that designates information or items
16 that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless of the
19 medium or manner in which it is generated, stored, or maintained (including,
20 among other things, testimony, transcripts, and tangible things), that are
21 produced or generated in disclosures or responses to discovery in this matter.
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23 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent
24 to the litigation who has been retained by a Party or its counsel to serve as an
25 expert witness or as a consultant in this Action.

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

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

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

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

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

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

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

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

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1 **3. SCOPE**

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

9 **4. DURATION**

10 Once a case proceeds to trial, information that was designated as CONFIDENTIAL
11 or maintained pursuant to this protective order used or introduced as an exhibit at trial
12 becomes public and will be presumptively available to all members of the public, including
13 the press, unless compelling reasons supported by specific factual findings to proceed
14 otherwise are made to the trial judge in advance of the trial. See Kamakana, 447 F.3d at
15 1180-81 (distinguishing “good cause” showing for sealing documents produced in
16 discovery from “compelling reasons” standard when merits-related documents are part of
17 court record). Accordingly, the terms of this protective order do not extend beyond the
18 commencement of the trial.

19 **5. DESIGNATING PROTECTED MATERIAL**

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
21 Party or Non-Party that designates information or items for protection under this Order
22 must take care to limit any such designation to specific material that qualifies under the
23 appropriate standards. The Designating Party must designate for protection only those
24 parts of material, documents, items or oral or written communications that qualify so that
25 other portions of the material, documents, items or communications for which protection is
26 not warranted are not swept unjustifiably within the ambit of this Order. Mass,
27 indiscriminate or routinized designations are prohibited. Designations that are shown to be
28 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily

1 encumber the case development process or to impose unnecessary expenses and burdens
2 on other parties) may expose the Designating Party to sanctions. If it comes to a
3 Designating Party's attention that information or items that it designated for protection do
4 not qualify for protection, that Designating Party must promptly notify all other Parties that
5 it is withdrawing the inapplicable designation.

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

10 Designation in conformity with this Order requires:

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

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

1 (b) for testimony given in depositions that the Designating Party identifies the
2 Disclosure or Discovery Material on the record, before the close of the deposition all
3 protected testimony.

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

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
10 to designate qualified information or items does not, standing alone, waive the Designating
11 Party’s right to secure protection under this Order for such material. Upon timely
12 correction of a designation, the Receiving Party must make reasonable efforts to assure
13 that the material is treated in accordance with the provisions of this Order.

14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
16 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
18 process under Local Rule 37-1 et seq.

19 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
20 stipulation pursuant to Local Rule 37-2.

21 6.4 The burden of persuasion in any such challenge proceeding shall be on the
22 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
23 harass or impose unnecessary expenses and burdens on other parties) may expose the
24 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
25 confidentiality designation, all parties shall continue to afford the material in question the
26 level of protection to which it is entitled under the Producing Party’s designation until the
27 Court rules on the challenge.

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

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this Action
4 only for prosecuting, defending or attempting to settle this Action. Such Protected
5 Material may be disclosed only to the categories of persons and under the conditions
6 described in this Order. When the Action has been terminated, a Receiving Party must
7 comply with the provisions of section 13 below (FINAL DISPOSITION). Protected
8 Material must be stored and maintained by a Receiving Party at a location and in a secure
9 manner that ensures that access is limited to the persons authorized under this Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
11 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
12 may disclose any information or item designated “CONFIDENTIAL” only to:

13 a. the Receiving Party’s Outside Counsel of Record in this Action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
15 to disclose the information for this Action

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

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

21 d. the court and its personnel;

22 e. court reporters and their staff;

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

26 g. the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information;

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

10 i. any mediator or settlement officer, and their supporting personnel,
11 mutually agreed upon by any of the parties engaged in settlement discussions.

12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
13 **LITIGATION**

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

17 a. promptly notify in writing the Designating Party. Such notification shall
18 include a copy of the subpoena or court order;

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

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

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

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

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

7 a. The terms of this Order are applicable to information produced by a Non-
8 Party in this Action and designated as “CONFIDENTIAL.” Such information produced by
9 Non-Parties in connection with this litigation is protected by the remedies and relief
10 provided by this Order. Nothing in these provisions should be construed as prohibiting a
11 Non-Party from seeking additional protections.

12 b. In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party’s confidential information in its possession, and the Party is subject
14 to an agreement with the Non-Party not to produce the Non-Party’s confidential
15 information, then the Party shall:

- 16 1. promptly notify in writing the Requesting Party and the
17 Non-Party that some or all of the information requested is
18 subject to a confidentiality agreement with a Non-Party;
- 19 2. promptly provide the Non-Party with a copy of the
20 Stipulated Protective Order in this Action, the relevant
21 discovery request(s), and a reasonably specific description
22 of the information requested; and
- 23 3. make the information requested available for inspection by
24 the Non-Party, if requested.

25 c. If the Non-Party fails to seek a protective order from this court within 14
26 days of receiving the notice and accompanying information, the Receiving Party may
27 produce the Non-Party’s confidential information responsive to the discovery request. If
28 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any

1 information in its possession or control that is subject to the confidentiality agreement with
2 the Non-Party before a determination by the court. Absent a court order to the contrary, the
3 Non-Party shall bear the burden and expense of seeking protection in this court of its
4 Protected Material.

5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

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

14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
15 **PROTECTED MATERIAL**

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

25 **12. MISCELLANEOUS**

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order, no Party waives any right it otherwise would have to object to disclosing
3 or producing any information or item on any ground not addressed in this Stipulated
4 Protective Order. Similarly, no Party waives any right to object on any ground to use in
5 evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
7 Material must comply with Local Civil Rule 79-5. Protected Material may only be filed
8 under seal pursuant to a court order authorizing the sealing of the specific Protected
9 Material at issue. If a Party’s request to file Protected Material under seal is denied by the
10 court, then the Receiving Party may file the information in the public record unless
11 otherwise instructed by the court.

12 **13. FINAL DISPOSITION**

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

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

3 **14. VIOLATION**

4 Any violation of this Order may be punished by appropriate measures including,
5 without limitation, contempt proceedings and/or monetary sanctions.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7
8 DATED: August 9, 2017

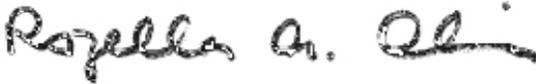
9 /s/ Craig P. Fagan Attorneys for Plaintiff

10 DATED: August 9, 2017

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12 /s/ Daniel G. Bath Attorneys for Defendant

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15 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

16 DATED: August 10, 2017

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19 Rozella A. Oliver
20 United States Magistrate Judge

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EXHIBIT "A"

ACKNOWLEDGEMENT & AGREEMENT TO BE BOUND

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 Stipulated 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 Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective 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 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

