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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ELIZABETH HART and LE'ROY  
ROBERSON, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.  
CHARTER COMMUNICATIONS,  
INC., SPECTRUM MANAGEMENT  
HOLDING COMPANY LLC, and  
CHARTER COMMUNICATIONS  
OPERATING, LLC,

Defendants.

Case No. 8:17-cv-00556-SB-RAO

STIPULATION AND ORDER FOR THE  
PRODUCTION AND EXCHANGE OF  
CONFIDENTIAL INFORMATION

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  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles.

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve trade secrets, customer information, and other  
13 valuable research, development, commercial, financial, technical and/or proprietary  
14 information for which special protection from public disclosure and from use for any  
15 purpose other than prosecution of this action is warranted. Such confidential and  
16 proprietary materials and information consist of, among other things, confidential  
17 business or financial information, information regarding confidential business  
18 practices, or other confidential research, development, or commercial information  
19 (including information implicating privacy rights of third parties), information  
20 otherwise generally unavailable to the public, or which may be privileged or  
21 otherwise protected from disclosure under state or federal statutes, court rules, case  
22 decisions, or common law. Accordingly, a protective order for such information is  
23 justified in this matter.

24 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER 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  
27 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
28

1 and the standards that will be applied when a party seeks permission from the court  
2 to file material 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,  
5 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
6 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
7 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
8 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require  
9 good cause showing), and a specific showing of good cause or compelling reasons  
10 with proper evidentiary support and legal justification, must be made with respect to  
11 Protected Material that a party seeks to file under seal. The parties' mere designation  
12 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
13 submission of competent evidence by declaration, establishing that the material  
14 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
15 protectable—constitute good cause.

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

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

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

3 2. DEFINITIONS

4 2.1 Action: Case No. 8:17-cv-00556-SB (RAOx) (C.D. Cal.).

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

7 2.3 “Confidential” Information or Items: As used in this Order, “Confidential  
8 Information” means information designated as “CONFIDENTIAL – SUBJECT TO  
9 PROTECTIVE ORDER” by the producing party that falls within one or more of the  
10 following categories: (a) information prohibited from disclosure by statute, rule, or  
11 other law; (b) information that reveals trade secrets; (c) research, technical,  
12 commercial, or financial information that the producing party has maintained as  
13 confidential; (d) private, non-public information concerning individuals; (e)  
14 personal identity information; (f) communications related to the settlement of claims  
15 between any party to this litigation and any third party who is not also represented  
16 by counsel for the receiving party; (g) communications related to the settlement of  
17 claims between any party to this litigation that occur after the entry of this Order; (h)  
18 communications with a person who is not a party to this litigation; or (i) information  
19 or tangible things that qualify for protection under Federal Rule of Civil Procedure  
20 26(c). Information or documents that are available to the public may not be  
21 designated as Confidential Information. Information or documents that are  
22 discovered or obtained by a Receiving Party by means that did not rely on  
23 Confidential Information produced by a Designating Party shall not constitute  
24 Confidential Information.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
26 support staff).

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1           2.5 Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           2.6 Disclosure or Discovery Material: all items or information, regardless of  
5 the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced or  
7 generated in disclosures or responses to discovery in this matter.

8           2.7 Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
10 an expert witness or as a consultant in this Action, including their support staff.

11           2.8    “HIGHLY CONFIDENTIAL” Attorneys-Eyes-Only Information:  
12 Extremely sensitive information or items, including trade secrets, research,  
13 technical, commercial, or financial information that the producing party has  
14 maintained as confidential, or private, non-public information concerning  
15 individuals, disclosure of which to another Party or Non-Party would create a  
16 substantial risk of serious harm that could not be avoided by less restrictive means.

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

20           2.10 Non-Party: any natural person, partnership, corporation, association, or  
21 other legal entity not named as a Party to this action.

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

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

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

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

7           2.15 Protected Material: any Disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

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

11 3.    SCOPE

12           All materials produced or adduced in the course of discovery or otherwise in  
13 this matter, including responses to discovery requests, hearing testimony and  
14 exhibits, and information derived directly therefrom (hereinafter collectively  
15 “documents”), shall be subject to this Stipulation and Order. The protections  
16 conferred by this Stipulation and Order cover not only Protected Material (as defined  
17 above), but also (1) any information copied or extracted from Protected Material; (2)  
18 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any  
19 testimony, conversations, or presentations by Parties or their Counsel that might  
20 reveal Protected Material.

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

23 4.    DURATION

24           Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Order shall remain in effect until a Designating Party agrees  
26 otherwise in writing or a court order otherwise directs.

27           Final disposition shall be deemed to be the later of (1) dismissal of all claims  
28 and defenses in this Action, with or without prejudice; and (2) final judgment herein

1 after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
2 reviews of this Action, including the time limits for filing any motions or  
3 applications for extension of time pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Designation. A party may designate a document or information as  
6 Confidential Information or Highly Confidential Information for protection under  
7 this Order by placing or affixing the words “CONFIDENTIAL – SUBJECT TO  
8 PROTECTIVE ORDER” or “HIGHLY CONFIDENTIAL - AEO ” on the document  
9 or information and on all copies. As used in this Order, “copies” includes electronic  
10 images, duplicates, extracts, summaries, or descriptions that contain the Confidential  
11 Information. The marking “CONFIDENTIAL – SUBJECT TO PROTECTIVE  
12 ORDER” or “HIGHLY CONFIDENTIAL- AEO” shall be applied prior to or at the  
13 time of the documents are produced or disclosed. Any copies that are made of any  
14 documents or information marked “CONFIDENTIAL – SUBJECT TO  
15 PROTECTIVE ORDER” or “HIGHLY CONFIDENTIAL - AEO” shall also be so  
16 marked, except that indices, electronic databases, or lists of documents that do not  
17 contain substantial portions or images of the text of marked documents and do not  
18 otherwise disclose the substance of the Protected Material are not required to be  
19 marked.

20 For testimony given in depositions, the Designating Party shall identify any  
21 Protected Material within 30 days of the deposition, and, unless otherwise agreed or  
22 designated on the record at the deposition, all rough and final deposition transcripts  
23 shall be treated as “CONFIDENTIAL” information until that period elapses.

24 5.2 Exercise of Restraint and Care in Designating Material for Protection.  
25 Each Party or Non-Party that designates information or items for protection under  
26 this Order must take care to limit any such designation to specific material that  
27 qualifies under the appropriate standards. The Designating Party must designate for  
28 protection only those materials, documents, items, or oral or written communications

1 that qualify so that other materials, documents, items, or communications for which  
2 protection is not warranted are not swept unjustifiably within the ambit of this Order.  
3 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
4 are shown to be clearly unjustified or that have been made for an improper purpose  
5 (e.g., to unnecessarily encumber the case development process or to impose  
6 unnecessary expenses and burdens on other parties) may expose the Designating  
7 Party to sanctions.

8         5.3 Derivative Works. Any notes, lists, memoranda, indices, compilations  
9 prepared or based on an examination of “CONFIDENTIAL” or “HIGHLY  
10 CONFIDENTIAL,” or any other form of work product or information (including  
11 electronic forms), that quote from, paraphrase, copy, or disclose “CONFIDENTIAL”  
12 or “HIGHLY CONFIDENTIAL” material with such specificity that the  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” material can be identified, or  
14 by reasonable logical extension can be identified, shall be accorded the same status of  
15 confidentiality as the underlying “CONFIDENTIAL” or “HIGHLY  
16 CONFIDENTIAL” material from which they are made and shall be subject to all of  
17 the terms of this Order.

## 18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19         6.1 Timing of Challenges. A party challenging the designation of Confidential  
20 Information or Highly Confidential Information must do so in good faith and must  
21 begin the process by conferring directly with counsel for the designating party. In  
22 conferring, the challenging party must explain the basis for its belief that the  
23 confidentiality designation was not proper and must give the designating party an  
24 opportunity to review the designated material, to reconsider the designation, and, if  
25 no change in designation is offered, to explain the basis for the designation. The  
26 designating party must respond to the challenge within seven (7) business days.

27         6.2 Procedure for Challenges. The Challenging Party shall initiate the dispute  
28 resolution process under Local Rule 37-1 et seq. The burden of persuasion in any



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

8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
10 disclosed or produced by another Party or by a Non-Party in connection with this  
11 Action only for prosecuting, defending, or attempting to settle this Action.  
12 Disclosure or dissemination outside of this Action and/or contrary to the terms of  
13 this Order is a violation of this Order and is strictly prohibited. Such Protected  
14 Material may be disclosed only to the categories of persons and under the conditions  
15 described in this Order. When the Action has been terminated, a Receiving Party  
16 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

20 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
21 ordered by the court or permitted in writing by the Designating Party, a Receiving  
22 Party may disclose any information or item designated “CONFIDENTIAL –  
23 SUBJECT TO PROTECTIVE ORDER” only to:

24 (a) the Parties

25 (b) the Receiving Party’s Outside Counsel of Record in this Action, as well  
26 as employees and support staff of said Outside Counsel of Record to whom it is  
27 reasonably necessary to disclose the information for this Action;

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1 (c) the current and former officers, directors, and employees (including  
2 House Counsel) of the Receiving Party to whom disclosure is reasonably necessary  
3 for this Action;

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

7 (e) the court and its personnel;

8 (f) court reporters and their staff;

9 (g) professional jury or trial consultants, mock jurors, and Professional  
10 Vendors to whom disclosure is reasonably necessary for this Action;

11 (h) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information;

13 (i) during their depositions, witnesses, and attorneys for witnesses, in the  
14 Action to whom disclosure is reasonably necessary. Pages of transcribed deposition  
15 testimony or exhibits to depositions that reveal Protected Material may be separately  
16 bound by the court reporter and may not be disclosed to anyone except as permitted  
17 under this Stipulated Protective Order;

18 (j) any mediator or settlement officer, and their supporting personnel,  
19 mutually agreed upon by any of the parties engaged in settlement discussions; and

20 (k) any other person agreed to by the Parties.

21 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless  
22 otherwise ordered by the court or permitted in writing by the Designating Party, a  
23 Receiving Party may disclose any information or item designated “HIGHLY  
24 CONFIDENTIAL” only to individuals in categories 7.2(b) to 7.2(k).

25 7.4 Notice to Non-Parties. Any party issuing a subpoena to a non-party shall  
26 enclose a copy of this Order with a request that the non-party either request the  
27 protection of this Order or notify the issuing party that the non-party does not need  
28 the protection of this Order or wishes to seek different protection.

1           7.5 Qualification of Outside Experts and Consultants. In the event that a party  
2 in this Action utilizes retained and/or testifying experts or consultants who are  
3 current employees of a direct competitor to any Defendant in this Action, the parties  
4 shall meet and confer prior to a party disclosing any “CONFIDENTIAL” or  
5 “HIGHLY CONFIDENTIAL” material to those experts or consultants. No  
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” material shall be disclosed to  
7 such experts or consultants except upon written agreements of the parties or order of  
8 Court.

9           7.6 Exclusion of Individuals from Depositions. Whenever Protected Material  
10 is to be disclosed in a virtual, face-to-face, or hybrid deposition, the Designating Party  
11 may exclude from the room (or virtual room, as the case may be) any person, other  
12 than persons designated in Sections 7.2 and 7.3, as appropriate, for that portion of the  
13 deposition. Any person not authorized to access Protected Materials pursuant to  
14 Sections 7.1 and 7.2 shall similarly be prevented from accessing any real-time  
15 deposition transcription software for that portion of the deposition and must be  
16 prohibited from accessing any draft or final deposition transcripts for which that  
17 portion of the deposition testimony has not been redacted or sealed.

18           7.7 If Protected Material is to be disclosed in a judicial proceeding, the parties  
19 will endeavor to meet and confer in good faith about steps that can be taken, if any,  
20 to limit the disclosure of Protected Material to only those authorized under Sections  
21 7.1 and 7.2, as appropriate and to permit the Producing Party the opportunity to seek  
22 appropriate relief from the Court, if necessary.

23 8.    PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
24 IN OTHER LITIGATION

25           If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this Action as  
27 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL” that Party must:  
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1 (a) promptly notify in writing the Designating Party. Such notification  
2 shall include a copy of the subpoena or court order;

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

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

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

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

19 The terms of this Order are applicable to information produced by a Non-  
20 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL.” Such information produced by Non-Parties in connection with  
22 this litigation is protected by the remedies and relief provided by this Order. Nothing  
23 in these provisions should be construed as prohibiting a Non-Party from seeking  
24 additional protections.

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
27 Protected Material to any person or in any circumstance not authorized under this  
28

1 Stipulated Protective Order, the Receiving Party must immediately use its best  
2 efforts to retrieve all unauthorized copies of the Protected Material.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
4 PROTECTED MATERIAL

5 An inadvertent failure to designate a document as Protected Material does not,  
6 standing alone, waive the right to so designate the document. Protected Material  
7 that is inadvertently not so-designated prior to production may be marked as  
8 Protected Material after production through notice to the other Parties.

9 When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other protection,  
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
12 Procedure 26(b)(5)(B) and the receiving party, on notification of the designation,  
13 must make a reasonable effort to assure that the document is treated in accordance  
14 with the provisions of this Order.

15 11.1 Fed. R. Evid. 502(d). Pursuant to Fed. R. Evid. 502(d), a Party or Third  
16 Party's disclosure or production of any documents or information in this proceeding  
17 shall not constitute a waiver of the attorney-client privilege, work product protection,  
18 joint defense/common interest privilege, or any other applicable privilege or  
19 immunity as applicable to those documents. There has been no waiver if a Party or  
20 Third Party discloses privileged or protected information, regardless of whether the  
21 party took reasonable steps to prevent the disclosure or to rectify the error.

22 11.2 Clawback Procedure. A Party or Third Party may claw back documents  
23 protected from disclosure under the attorney-client privilege, work product doctrine,  
24 joint defense/common interest privilege, deliberative process privilege, law  
25 enforcement privilege, and/or any other applicable privilege or immunity from  
26 disclosure. To clawback such documents, the Producing or Third Party must provide  
27 notice in writing to the Receiving Party specifying the bates range of the  
28 inadvertently produced documents it wishes to claw back.

1           Upon notice that a Producing Party or Third Party wishes to claw back  
2 documents protected from disclosure under the attorney-client privilege, work  
3 product doctrine, deliberative process privilege, law enforcement privilege, and/or  
4 any other applicable privilege or immunity from disclosure that was produced  
5 inadvertently, the Receiving Party shall promptly undertake reasonable efforts to  
6 return to the Producing Party or Third Party or destroy all summaries or copies of  
7 such documents, Testimony, information, and/or things, shall provide notice in  
8 writing or by email that the Receiving Party has undertaken reasonable efforts to  
9 return or destroy such disclosed materials and shall not use such items for any  
10 purpose until further Court order.

11           The return of any documents to the Producing Party or Third Party shall not  
12 in any way preclude the Receiving Party from moving the Court for a ruling that the  
13 disclosed information was never privileged; however the receiving Party may not  
14 assert as a basis for the relief it seeks the fact or circumstance that such privileged  
15 documents have already been produced. Alleged privileged documents shall remain  
16 protected against disclosure and use during the pendency of any dispute over their  
17 status.

18 12. MISCELLANEOUS

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

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

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

1 specific Protected Material at issue. If a Party's request to file Protected Material  
2 under seal is denied by the court, then the Receiving Party may file the information  
3 in the public record unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within 60  
6 days of a written request by the Designating Party, each Receiving Party must make  
7 reasonable effort to return all Protected Material to the Producing Party or destroy  
8 such material. As used in this subdivision, "all Protected Material" includes all  
9 copies, abstracts, compilations, summaries, and any other format reproducing or  
10 capturing any of the Protected Material.

11 The Receiving Party's reasonable efforts shall not require the return or  
12 destruction of "Confidential" or "Attorneys' Eyes Only" materials from: (1) disaster  
13 recovery or business continuity backups, (2) data stored in system-generated  
14 temporary folders or near-line storage, (3) unstructured departed employee data,  
15 and/or (4) material that is subject to legal hold obligations or commingled with other  
16 such material. Backup storage media will not be restored for purposes of returning  
17 or certifying destruction of "Confidential" or "Attorneys' Eyes Only" material, but  
18 such retained information shall continue to be treated in accordance with the Order.

19 Whether the Protected Material is returned or destroyed, the Receiving Party  
20 must submit a written certification to the Producing Party (and, if not the same  
21 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies  
22 that all the Protected Material was returned or destroyed and (2) affirms that the  
23 Receiving Party has not retained any copies, abstracts, compilations, summaries, or  
24 any other format reproducing or capturing any of the Protected Material.  
25 Notwithstanding the above requirements to return or destroy Protected Material,  
26 counsel may retain for archival purposes complete copies of all court papers (and  
27 exhibits thereto), correspondence, pleadings, deposition and trial transcripts (and  
28 exhibits thereto), legal memoranda, expert reports and attorney work product that

1 contain or refer to Confidential or Attorneys' Eyes Only materials, provided that  
2 such Counsel shall not disclose such materials to any person, except pursuant to  
3 court order. Nothing shall be interpreted in a manner that would violate any  
4 applicable canons of ethics or codes of professional responsibility. Any such archival  
5 copies that contain or constitute Protected Material remain subject to this Protective  
6 Order as set forth in Section 4.

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1 14. VIOLATION

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

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

6 Dated: April 3, 2023

Jamin S. Soderstrom, Bar No. 261054  
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1 Park Plaza, Suite 600  
Irvine, California 92614  
Tel: (949) 667-4700; Fax: (949) 424-8091

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9  
10 By /s/ Jamin S. Soderstrom  
Jamin S. Soderstrom

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Class*

16 Dated: April 3, 2023

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Daniel Scott Schecter  
Matthew A. Brill (*pro hac vice*)  
18 Andrew D. Prins (*pro hac vice*)  
19 Nicholas L. Schlossman (*pro hac vice*)  
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20 By /s/ Nicholas L. Schlossman  
Nicholas L. Schlossman

21 *Attorneys for Defendants*  
22 *Charter Communications, Inc.,*  
23 *Spectrum Management Holding Company*  
*LLC, and Charter Communications*  
*Operating, LLC.*

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25  
26 DATED: April 3, 2023

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28 HON. ROZELLA A. OLIVER, United States Magistrate Judge

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SIGNATURE CERTIFICATION

I hereby attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing’s content and have authorized the filing. I have obtained authorization to affix their electronic signatures to this document.

Dated: 4/03/2023

By: /s/ Nicholas L. Schlossman

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 Case No. 8:17-cv-00556-SB-RAO. I agree to comply with and to be  
8 bound by all the terms of this Stipulated Protective Order and I understand and  
9 acknowledge that failure to so comply could expose me to sanctions and punishment  
10 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
11 any information or item that is subject to this Stipulated Protective Order to any  
12 person or entity except in strict compliance with the provisions of this Order.

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

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

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

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

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

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