

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

G&H DIVERSIFIED  
MANUFACTURING LP, a Texas limited  
partnership

Plaintiff,

vs.

REGREEN TECHNOLOGIES, INC. f/k/a  
Regreen International Solutions, Inc., a  
California corporation, ALBERT AVEDIS  
MARDIKIAN, an individual; and DOES 1  
through 10, inclusive,

Defendants.

Case No.: 8:21-cv-00062-CJC-JDEx

**STIPULATED PROTECTIVE ORDER**

Action Filed: January 12, 2021

Trial Date: February 28, 2022

1           BASED UPON THE STIPULATION OF THE PARTIES, AND GOOD CAUSE  
2 APPEARING, IT IS HEREBY ORDERED as follows:

3           1.     PURPOSES AND LIMITATIONS

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

12           2.     GOOD CAUSE STATEMENT

13           There is good cause to support this Order. Namely, the parties to this action are  
14 involved in the manufacture of waste systems machinery. This Acton involves acts of the  
15 parties under a contract for the manufacture of this machinery, which involves trade  
16 secrets, confidential customer and vendor lists and communications, and other  
17 confidential business information.

18           This action is likely to involve trade secrets, customer and pricing lists and other  
19 valuable research, development, commercial, financial, technical and/or proprietary  
20 information for which special protection from public disclosure and from use for any  
21 purpose other than prosecution of this action is warranted. Such confidential and  
22 proprietary materials and information consist of, among other things, confidential  
23 business or financial information, information regarding confidential business practices,  
24 or other confidential research, development, or commercial information (including  
25 information implicating privacy rights of third parties), information otherwise generally  
26 unavailable to the public, or which may be privileged or otherwise protected from  
27  
28

1 disclosure under state or federal statutes, court rules, case decisions, or common law.  
2 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
3 disputes over confidentiality of discovery materials, to adequately protect information the  
4 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable  
5 necessary uses of such material in preparation for and in the conduct of trial, to address  
6 their handling at the end of the litigation, and serve the ends of justice, a protective order  
7 for such information is justified in this matter. It is the intent of the parties that  
8 information will not be designated as confidential for tactical reasons and that nothing be  
9 so designated without a good faith belief that it has been maintained in a confidential,  
10 non-public manner, and there is good cause why it should not be part of the public record  
11 of this case.

### 12 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

13 The parties further acknowledge, as set forth in Section 14.3, below, that this  
14 Stipulated Protective Order does not entitle them to file confidential information under  
15 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
16 standards that will be applied when a party seeks permission from the court to file  
17 material under seal. There is a strong presumption that the public has a right of access to  
18 judicial proceedings and records in civil cases. In connection with non-dispositive  
19 motions, good cause must be shown to support a filing under seal. See *Kamakana v. City*  
20 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
21 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics, Inc.*,  
22 *187 F.R.D. 576, 577 (E.D. Wis. 1999)* (even stipulated protective orders require good  
23 cause showing), and a specific showing of good cause or compelling reasons with proper  
24 evidentiary support and legal justification, must be made with respect to Protected  
25 Material that a party seeks to file under seal. The parties' mere designation of Disclosure  
26 or Discovery Material as CONFIDENTIAL does not— without the submission of  
27  
28

1 competent evidence by declaration, establishing that the material sought to be filed under  
2 seal qualifies as confidential, privileged, or otherwise protectable—constitute good cause.

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

11 Any document that is not confidential, privileged, or otherwise protectable in its entirety  
12 will not be filed under seal if the confidential portions can be redacted. If documents can  
13 be redacted, then a redacted version for public viewing, omitting only the confidential,  
14 privileged, or otherwise protectable portions of the document, shall be filed. Any  
15 application that seeks to file documents under seal in their entirety should include an  
16 explanation of why redaction is not feasible.

#### 18 4. DEFINITIONS

19 4.1 Action: This instant lawsuit with Case Number 8:21-cv-00062- CJC (JDEx)  
20 that is pending in this Court.

21 4.2 Challenging Party: a Party or Non-Party that challenges the designation of  
22 information or items under this Order.

23 4.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
24 generated, stored or maintained) or tangible things that qualify for protection under  
25 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
26 Statement.

1 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
2 support staff).

3 4.5 Designating Party: a Party or Non-Party that designates information or items  
4 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

5 4.6 Disclosure or Discovery Material: all items or information, regardless of the  
6 medium or manner in which it is generated, stored, or maintained (including, among  
7 other things, testimony, transcripts, and tangible things), that are produced or generated in  
8 disclosures or responses to discovery.

9 4.7 Expert: a person with specialized knowledge or experience in a matter pertinent  
10 to the litigation who has been retained by a Party or its counsel to serve as an expert  
11 witness or as a consultant in this Action.

12 4.8 House Counsel: attorneys who are employees of a party to this Action. House  
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14 4.9 Non-Party: any natural person, partnership, corporation, association or other  
15 legal entity not named as a Party to this action.

16 4.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
17 Action but are retained to represent a party to this Action and have appeared in this  
18 Action on behalf of that party or are affiliated with a law firm that has appeared on behalf  
19 of that party, and includes support staff.

20 4.11 Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23 4.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
24 Material in this Action.

25 4.13 Professional Vendors: persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27  
28

1 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
2 their employees and subcontractors.

3 4.14 Protected Material: any Disclosure or Discovery Material that is designated as  
4 “CONFIDENTIAL.”

5 4.15 Receiving Party: a Party that receives Disclosure or Discovery  
6 Material from a Producing Party.

7 5. SCOPE

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

13 Any use of Protected Material at trial shall be governed by the orders of the trial  
14 judge and other applicable authorities. This Order does not govern the use of Protected  
15 Material at trial.

16 6. DURATION

17 Once a case proceeds to trial, information that was designated as  
18 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as  
19 an exhibit at trial becomes public and will be presumptively available to all members of  
20 the public, including the press, unless compelling reasons supported by specific factual  
21 findings to proceed otherwise are made to the trial judge in advance of the trial. See  
22 *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
23 documents produced in discovery from “compelling reasons” standard when merits-  
24 related documents are part of court record). Accordingly, the terms of this protective  
25 order do not extend beyond the commencement of the trial.  
26  
27  
28

1           7.     DESIGNATING PROTECTED MATERIAL

2           7.1    Exercise of Restraint and Care in Designating Material for Protection. Each  
3 Party or Non-Party that designates information or items for protection under this Order  
4 must take care to limit any such designation to specific material that qualifies under the  
5 appropriate standards. The Designating Party must designate for protection only those  
6 parts of material, documents, items or oral or written communications that qualify so that  
7 other portions of the material, documents, items or communications for which protection  
8 is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

16           7.2    Manner and Timing of Designations. Except as otherwise provided in this  
17 Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material that  
18 qualifies for protection under this Order must be clearly so designated before the material  
19 is disclosed or produced.

20           Designation in conformity with this Order requires:

21           (a) for information in documentary form (e.g., paper or electronic  
22 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),  
23 that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
24 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
25 portion of the material on a page qualifies for protection, the Producing Party also must  
26  
27  
28

1 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
2 margins).

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

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

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

23 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
24 to designate qualified information or items does not, standing alone, waive the  
25 Designating Party’s right to secure protection under this Order for such material. Upon  
26 timely correction of a designation, the Receiving Party must make reasonable efforts to  
27 assure that the material is treated in accordance with the provisions of this Order.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

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

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

9. ACCESS TO AND USE OF PROTECTED MATERIAL

9.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

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

1           9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
3 may disclose any information or item designated

4 “CONFIDENTIAL” only to:

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

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

10           (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (See Exhibit A attached to this  
13 STIPULATION AND PROPOSED ORDER for a copy of this Acknowledgment and  
14 Agreement to Be Bound);

15           (d) the court and its personnel;

16           (e) court reporters and their staff;

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

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

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

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

5 (i) any mediators or settlement officers and their supporting personnel,  
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
8 IN OTHER LITIGATION

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

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

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

18 (c) cooperate with respect to all reasonable procedures sought to be pursued  
19 by the Designating Party whose Protected Material may be affected. If the Designating  
20 Party timely seeks a protective order, the Party served with the subpoena or court order  
21 shall not produce any information designated in this action as “CONFIDENTIAL” before  
22 a determination by the court from which the subpoena or order issued, unless the Party  
23 has obtained the Designating Party’s permission. The Designating Party shall bear the  
24 burden and expense of seeking protection in that court of its confidential material and  
25 nothing in these provisions should be construed as authorizing or encouraging a  
26 Receiving Party in this Action to disobey a lawful directive from another court.  
27  
28

1           11.    A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO  
2           BE PRODUCED IN THIS LITIGATION

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

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

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

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

18                           (3) make the information requested available for inspection by the Non-  
19 Party, if requested.  
20

21                   (c) If the Non-Party fails to seek a protective order from this court within 14  
22 days of receiving the notice and accompanying information, the Receiving Party may  
23 produce the Non-Party’s confidential information responsive to the discovery request. If  
24 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
25 information in its possession or control that is subject to the confidentiality agreement  
26 with the Non-Party before a determination by the court. Absent a court order to the  
27  
28

1 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
2 court of its Protected Material.

3 12. UNAUTHORIZED DISCLOSURE OF PROTECTED  
4 MATERIAL

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

13 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
14 PROTECTED MATERIAL

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

25 14. MISCELLANEOUS

26 14.1 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.  
28

1           14.2 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  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground  
5 to use in evidence of any of the material covered by this Protective Order.

6           14.3 Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Local Civil Rule 79-5. Protected Material may only  
8 be filed under seal pursuant to a court order authorizing the sealing of the specific  
9 Protected Material. If a Party's request to file Protected Material under seal is denied by  
10 the court, then the Receiving Party may file the information in the public record unless  
11 otherwise instructed by the court.

12  
13           15. FINAL DISPOSITION

14           After the final disposition of this Action, as defined in paragraph 6, within 60 days  
15 of a written request by the Designating Party, each Receiving Party must return all  
16 Protected Material to the Producing Party or destroy such material. As used in this  
17 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
18 summaries, and any other format reproducing or capturing any of the Protected Material.  
19 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
20 a written certification to the Producing Party (and, if not the same person or entity, to the  
21 Designating Party) by the 60-day deadline that (1) identifies (by category, where  
22 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
23 the 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 this provision, Counsel are entitled to retain an archival copy of all  
26 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
27 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
28

1 consultant and expert work product, even if such materials contain Protected Material.  
2 Any such archival copies that contain or constitute Protected Material remain subject to  
3 this Protective Order as set forth in Section 6 (DURATION).

4 16. VIOLATION

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

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
8

9 June 2, 2021 by:

KINSELLA WEITZMAN ISEER KUMP LLP

10 By: /s/ Nicholas Soltman

11 Nicholas Soltman, Esq.

12 Attorney for Plaintiff G&H Diversified  
13 Manufacturing LP

14  
15 June 2, 2021 by:

MADISON LAW, APC

16 By: /s/ Dixon Gardner

17 Dixon Gardner, Esq.

18 Attorney for Defendants Regreen  
19 Technologies, Inc. and Albert Avedis  
20 Mardikian

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

23 DATED: June 3, 2021

24   
25 \_\_\_\_\_

26 JOHN D. EARLY

27 United States Magistrate Judge  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**Acknowledgment and Agreement to Be Bound**

The undersigned hereby acknowledges that he/she has read the PROTECTIVE ORDER which was entered by the Court on June 3, 2021 in *G&H Diversified Manufacturing LP v. Regreen Technologies, Inc., et al.*, Case No. 8:21-cv-00062-CJC-JDE, that he/she is one of the persons contemplated in paragraphs 4 and 5 thereof as authorized to receive disclosure of Disclosure or Discovery Material designated CONFIDENTIAL by any of the parties or by third parties, and that he/she fully understand and agrees to abide by the obligations and conditions of the Protective Order. The undersigned further consents to be subject to the jurisdiction of the United States District Court for the Central District of California for purposes of any proceedings relating to performance under, compliance with or violation of the above-described Order.

I understand that access to information designated as “CONFIDENTIAL” is provided to me under the terms and restrictions of a Protective Order. I have received a copy of the Protective Order, have read it, and agree to be bound by its terms. I will not mention, disclose, or use information designated as “Confidential” that is provided to me in connection with this action except as permitted by the Protective Order.

Dated: \_\_\_\_\_, 2021

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_