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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

PETER MOSES GUTIERREZ, et al.
Plaintiffs,
v.
AMPLIFY ENERGY CORP., et al.
Defendants.

Case No. 8:21-cv-01628-DOC(JDEx)
Judge: Hon. David O. Carter

**STIPULATION AND PROPOSED
PROTECTIVE ORDER**

Pursuant to the Parties' Stipulation (Dkt. 86, "Stipulation"), and for good cause shown therein, the Court finds and orders as follows.

1. PURPOSES AND LIMITATIONS

Discovery in this Action (defined as the related cases identified below) 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 or defending the Action may be warranted. Accordingly, the parties identified in the signature panels of the Stipulation ("Parties") hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this order ("Order" or "Stipulated Protective Order") does not

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

5 This Order applies to all information, documents, and things exchanged in or
6 subject to discovery in this Action in response to or in connection with any
7 discovery requests, including deposition testimony, interrogatories, answers to
8 interrogatories, requests for admission, and responses to requests for admission, as
9 well as documents, information, and things produced.

10 **2. GOOD CAUSE STATEMENT**

11 This Action is likely to involve trade secrets and other valuable research,
12 development, commercial, financial, personal, technical, and/or proprietary
13 information for which special protection from public disclosure and from use for any
14 purpose other than prosecution of this Action is warranted. Such confidential and
15 proprietary materials and information consist of, among other things, confidential
16 business or financial information, information regarding confidential business
17 practices, or other confidential research, development, or commercial information
18 (including information implicating privacy rights of third parties), information
19 otherwise generally unavailable to the public, or which may be privileged or
20 otherwise protected from disclosure under state or federal statutes, court rules, case
21 decisions, or common law. Accordingly, to expedite the flow of information, to
22 facilitate the prompt resolution of disputes over confidentiality of discovery
23 materials, to adequately protect information the Parties are entitled to keep
24 confidential, to ensure that the Parties are permitted reasonable necessary uses of
25 such material in preparation for and in the conduct of trial, to address their handling
26 at the end of the litigation, and serve the ends of justice, a protective order for such
27 information is justified in this matter. It is the intent of the parties that information
28 will not be designated under this Order for tactical reasons and that nothing be so

1 designated without a good faith belief that it has been maintained in a confidential,
2 non-public manner, and that there is good cause why it should not be part of the
3 public record of this Action.

4 **3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

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

22 Further, if a party requests sealing related to a dispositive motion or trial, then
23 compelling reasons, not only good cause, for the sealing must be shown, and the
24 relief sought shall be narrowly tailored to serve the specific interest to be protected.
25 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
26 each item or type of information, document, or thing sought to be filed or introduced
27 under seal, the party seeking protection must articulate compelling reasons,
28 supported by specific facts and legal justification, for the requested sealing order.

1 Again, competent evidence supporting the application to file documents under seal
2 must be provided by declaration.

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

9 **4. DEFINITIONS**

10 4.1 Action: the above-captioned consolidated case, including the following
11 consolidated matters or future consolidated matters, including: *Davey's Locker*,
12 8:21-cv-01684; *Gutierrez*, 8:21-cv-01628; *Samuelian*, 8:21-cv-01658; *Banzai Surf*
13 *Company*, 8:21-cv-01669; *Quality Sea Food, Inc.*, 8:21-cv-01680; *Ketcham Tackle*
14 *LLC*, 8:21-cv-01685; *Newport Surfrider, LLC*, 8:21-cv-01686; *Bitton*, 8:21-cv-
15 01694; *Whelan*, 8:21-cv-01706; *Beyond Business Incorporated*, 8:21-cv-01714;
16 *N.S.T.*, 8:21-cv-01722; *East Meets West Excursions*, 8:21-cv-01725; *Charlie's*
17 *Gyros, Inc.*, 8:21-cv-01738; *Hill's Boat Service, Inc.*, 8:21-cv-01734; *Karsgor*,
18 8:21-cv-02116.

19 4.2 Challenging Party: a Party or Non-Party that challenges the designation
20 of information or items under this Order.

21 4.3 "CONFIDENTIAL" Information or Items: information (regardless of
22 how it is generated, stored or maintained) or tangible things that qualify for
23 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
24 the Good Cause Statement.

25 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as
26 their support staff).

27 4.5 Designating Party: a Party or Non-Party that designates information or
28 items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL.”

2 4.6 Disclosure or Discovery Material: all items or information, regardless
3 of the medium or manner in which it is generated, stored, or maintained (including,
4 among other things, testimony, transcripts, and tangible things), that are produced
5 or generated in disclosures or responses to discovery (including deposition
6 testimony).

7 4.7 Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as
9 an expert witness or as a consultant in this Action.

10 4.8 House Counsel: attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 4.9 Non-Party: any natural person, partnership, corporation, association or
14 other legal entity not named as a Party to this Action.

15 4.10 Outside Counsel of Record: attorneys who are not employees of a party
16 to this Action but are retained to represent a Party to this Action or are affiliated
17 with an attorney that is retained to represent a Party to this Action, and includes
18 support staff.

19 4.11 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 4.13 Professional Vendors: persons or entities that provide litigation support
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.

28 4.14 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL.”

2 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material
3 from a Producing Party.

4 **5. SCOPE**

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

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

13 **6. DURATION**

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

23 **7. DESIGNATING PROTECTED MATERIAL**

24 7.1 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 make
28 reasonable efforts to designate for protection only those parts of material,

1 documents, items or oral or written communications that qualify so that other
2 portions of the material, documents, items or communications for which protection
3 is not warranted are not swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an improper
6 purpose (e.g., to unnecessarily encumber the case development process or to impose
7 unnecessary expenses and burdens on other parties) may expose—following a meet-
8 and-confer process and notice and a hearing—the Designating Party to sanctions.

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

12 7.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material
14 that qualifies for protection under this Order must be clearly so designated before
15 the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 a. for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix at a minimum, the legend
20 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
21 contains protected material.

22 A Party or Non-Party that makes original documents available for inspection
23 need not designate them for protection until after the inspecting Party has indicated
24 which documents it would like copied and produced. During the inspection and
25 before the designation, all of the material made available for inspection shall be
26 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
27 documents it wants copied and produced, the Producing Party must determine which
28 documents qualify for protection under this Order. Then, before producing the

1 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
2 to each page that contains Protected Material.

3 b. for testimony given in depositions that the Designating Party identifies
4 the Disclosure or Discovery Material on the record, before the close of the
5 deposition all protected testimony or within five (5) business days after receipt of
6 the final version of the transcript.

7 c. for information produced in some form other than documentary and for
8 any other tangible items, that the Producing Party affix in a prominent place on the
9 exterior of the container or containers in which the information is stored the legend
10 “CONFIDENTIAL.”

11 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
12 failure to designate qualified information or items does not, standing alone, waive
13 the Designating Party’s right to secure protection under this Order for such
14 material. Upon timely correction of a designation, the Receiving Party must make
15 reasonable efforts to assure that the material is treated in accordance with the
16 provisions of this Order.

17 **8. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 8.1 Timing of Challenges. Any Party or Non-Party may challenge a
19 designation of confidentiality at any time that is consistent with the Court’s
20 Scheduling Order.

21 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process under Local Rule 37-1 et seq.

23 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
24 joint stipulation pursuant to Local Rule 37-2.

25 8.4 Burden of Persuasion. The burden of persuasion in any such challenge
26 proceeding shall be on the Designating Party. Frivolous challenges, and those made
27 for an improper purpose (e.g., to harass or impose unnecessary expenses and
28 burdens on other parties) may expose the Challenging Party to sanctions. Unless

1 the Designating Party has waived or withdrawn the confidentiality designation, all
2 parties shall continue to afford the material in question the level of protection to
3 which it is entitled under the Producing Party's designation until the Court rules on
4 the challenge.

5 8.5 Use of Protected Material In Open Court. Except for trial (where such
6 procedures shall be governed by a separate pre-trial order), at least 24 hours prior to
7 the use of any Protected Material at any hearing to be held in open court, counsel
8 for any Party who desires to offer or use such Protected Material at such hearing
9 shall meet and confer in good faith with the Producing Party together with any
10 other Parties who have expressed interest in participating in such meet and confer.

11 **9. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 9.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this
14 Action only for prosecuting, defending or attempting to settle this Action and for no
15 other purpose and in no other case or proceeding. Such Protected Material may be
16 disclosed only to the categories of persons and under the conditions described in
17 this Order. When the Action has been terminated, a Receiving Party must comply
18 with the provisions of section 15 below (FINAL DISPOSITION).

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

22 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
23 otherwise ordered by the court or permitted in writing by the Designating Party, a
24 Receiving Party may disclose any information or item designated
25 "CONFIDENTIAL" only to:

26 a. the Receiving Party's Outside Counsel of Record in this Action, as well
27 as employees of said Outside Counsel of Record to whom it is reasonably
28 necessary to disclose the information for this Action;

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

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

6 d. the court and its personnel;

7 e. court reporters and their staff;

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

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

22 i. any mediators or settlement officers and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
25 **PRODUCED IN OTHER LITIGATION**

26 If a Party is served with a subpoena or a court order issued in a proceeding
27 other than the Action that compels disclosure of any information or items designated
28 in this Action as “CONFIDENTIAL” by someone other than the Party who received

1 the subpoena, that Party must:

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

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

8 c. cooperate with respect to all reasonable procedures sought to be
9 pursued by the Designating Party whose Protected Material may be affected. If the
10 Designating Party timely seeks a protective order, the Party served with the
11 subpoena or court order shall not produce any information designated in this Action
12 as “CONFIDENTIAL” before a determination by the court from which the
13 subpoena or order issued, unless the Party has obtained the Designating Party’s
14 permission. The Designating Party shall bear the burden and expense of seeking
15 protection in that proceeding of its confidential material unless the court’s rules in
16 that proceeding dictate otherwise. Nothing in these provisions should be construed
17 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
18 directive from another court.

19 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
20 **PRODUCED IN THIS LITIGATION**

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

26 b. In the event that a Party is required, by a valid discovery request, to
27 produce a Non-Party’s confidential information in its possession, and the Party is
28

1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

3 i. promptly notify in writing the Requesting Party and the
4 Non-Party that some or all of the information requested is subject to a
5 confidentiality agreement with a Non-Party;

6 ii. promptly provide the Non-Party with a copy of the
7 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
8 reasonably specific description of the information requested; and

9 iii. make the information requested available for inspection by
10 the Non-Party, if requested.

11 c. If the Non-Party fails to seek a protective order from this court within
12 14 days of receiving the notice and accompanying information, the Receiving Party
13 may produce the Non-Party's confidential information responsive to the discovery
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
15 not produce any information in its possession or control that is subject to the
16 confidentiality agreement with the Non-Party before a determination by the court.
17 Absent a court order to the contrary, the Non-Party shall bear the burden of seeking
18 protection in this court of its Protected Material.

19 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
25 persons to whom unauthorized disclosures were made of all the terms of this Order,
26 and (d) request such person or persons to execute the "Acknowledgment and
27 Agreement to Be Bound" attached hereto as Exhibit A.
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1 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 The production of privileged or work-product protected documents,
4 electronically stored information, or information, whether inadvertent or otherwise,
5 is not a waiver of the privilege or protection from discovery in this Action or in any
6 other federal or state proceeding. This Order shall be interpreted to provide the
7 maximum protection allowed by Federal Rule of Evidence 502(d).

8 When a Producing Party gives notice to Receiving Parties that certain
9 produced material is subject to a claim of privilege or other protection, the
10 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
11 Procedure 26(b)(5)(B); provided, however, if the Receiving Party disputes the
12 privilege claim, it must notify the Producing Party of the dispute and the basis
13 therefore in writing within ten (10) days of receipt of the Producing Party's
14 notification. The Parties shall thereafter meet and confer regarding the disputed
15 privilege claim. If the Parties cannot resolve their dispute, either Party may seek a
16 determination from the Special Master(s) and/or Court whether the privilege applies.
17 Other than in connection with seeking a determination by the Special Master(s)
18 and/or Court, the Receiving Party may not use the inadvertently produced privileged
19 information for any purpose until the dispute is resolved.

20 **14. MISCELLANEOUS**

21 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
22 person to seek its modification or supplementation by the Court in the future. The
23 Parties acknowledge that certain document requests or document subpoenas may
24 call for one or more Parties or Non-Parties to request the additional protections of a
25 "Highly Confidential" tier. The Parties' rights are reserved to request a "Highly
26 Confidential" tier at the appropriate time via amendment (by stipulation or
27 contested motions practice) of this Order.
28

1 14.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Stipulated Protective Order, no Party waives any right it otherwise would have to
3 object to disclosing or producing any information or item on any ground not
4 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
5 to object on any ground to use in evidence of any of the material covered by this
6 Stipulated Protective Order.

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

14 14.4 Anticipated Filings. If a Receiving Party intends to file materials on the
15 docket that cite or attach Protected Material, the Receiving Party shall seek relief
16 under Local Civil Rule 79-5.

17 14.5 Discovery Exchanged Prior to Entry of this Order. This Order governs
18 the disclosure and exchange of discovery exchanged between the Parties (including
19 Defendants and Non-Interim Co-Lead Counsel) prior to the entry of this Order.

20 **15. FINAL DISPOSITION**

21 After the final disposition of this Action, within 60 days of a written request
22 by the Designating Party, each Receiving Party must return all Protected Material to
23 the Producing Party or destroy such material. As used in this subdivision, "all
24 Protected Material" includes all copies, abstracts, compilations, summaries, and any
25 other format reproducing or capturing any of the Protected Material. Where the
26 Designating Party makes such a request and whether the Protected Material is
27 returned or destroyed, the Receiving Party must submit a written certification to the
28 Producing Party (and, if not the same person or entity, to the Designating Party) by


1 the 60-day deadline that (1) identifies (by category, where appropriate) all the
2 Protected Material that was returned or destroyed and (2) affirms that the Receiving
3 Party has not retained any copies, abstracts, compilations, summaries or any other
4 format reproducing or capturing any of the Protected Material. Notwithstanding this
5 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
6 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
7 deposition and trial exhibits, expert reports, attorney work product, and consultant
8 and expert work product, even if such materials contain Protected Material. Any
9 such archival copies that contain or constitute Protected Material remain subject to
10 this Protective Order as set forth in Section 6 (DURATION).

11 **16. VIOLATION**

12 Any violations of this Order are subject to enforcement and the imposition of
13 legal sanctions in the same manner as any other Order of the Court, after notice and
14 a hearing.

15 IT IS SO ORDERED.

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17 DATED: January 11, 2022

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19 JOHN D. EARLY
20 United States Magistrate Judge
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

PETER MOSES GUTIERREZ, et al.
Plaintiffs,
v.
AMPLIFY ENERGY CORP., et al.
Defendants.

Case No. 8:21-cv-01628-DOC-JDE

**EXHIBIT A TO STIPULATED
PROTECTIVE ORDER**

**ACKNOWLEDGMENT AND
AGREEMENT TO BE BOUND BY
PROTECTIVE ORDER**

The undersigned agrees:

I declare under penalty of perjury that I have read in its entirety and understand and will comply with the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____, 2022 in the above captioned matter.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____