

1 Lauren A. Deeb (SBN 234143)  
 2 Nelson Mullins Riley & Scarborough LLP  
 3 19191 S. Vermont Ave., Suite 900  
 4 Torrance, CA 90502  
 5 Telephone: 424.221.7413  
 6 Facsimile: 424.221.7499  
 7 [lauren.deeb@nelsonmullins.com](mailto:lauren.deeb@nelsonmullins.com)  
 8 Kevin P. Polansky (*Admitted Pro Hac Vice*)  
 9 Nelson Mullins Riley & Scarborough LLP  
 10 One Financial Center, Suite 3500  
 11 Boston, MA 02111  
 12 Telephone: 617.217.4700  
 13 Facsimile: 617.217.4710  
 14 [kevin.polansky@nelsonmullins.com](mailto:kevin.polansky@nelsonmullins.com)

15 Attorneys for Defendant  
 16 LendingTree, LLC

17 Justin Prato SBN 246968  
 18 Christopher J. Reichman SBN 250485  
 19 PRATO & REICHMAN, APC  
 20 3675 Ruffin Road, Suite 220  
 21 San Diego, CA 92123  
 22 Telephone: 619-886-0252  
 23 Email: [justinp@prato-reichman.com](mailto:justinp@prato-reichman.com)

24 Attorneys for Plaintiff  
 25 and the Proposed Class

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PAUL SAPAN, individually and on  
 Behalf of All Others Similarly Situated,

Plaintiff,

v.

LENDINGTREE, LLC,  
 Defendant.

Case No.: 8:23-cv-00071-JWH-DFM

**[PROPOSED] STIPULATED  
 PROTECTIVE ORDER**

[PROPOSED] STIPULATED PROTECTIVE ORDER

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 this litigation may be  
5 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. The parties further acknowledge, as set forth  
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a  
14 party seeks permission from the court to file material under seal.

15             B. GOOD CAUSE STATEMENT

16             This action is likely to involve customer lists (including, without limitation,  
17 customer names, telephone numbers, and other personally identifying information),  
18 confidential agreements between vendors and purchasers, and other valuable  
19 commercial, financial, technical, and/or proprietary information for which special  
20 protection from public disclosure of this action is warranted. Such confidential and  
21 proprietary materials and information consist of, among other things, confidential  
22 business or financial information, information regarding confidential business  
23 practices, or other confidential research, development, or commercial information  
24 (including information implicating privacy rights of third parties), information  
25 otherwise generally unavailable to the public, or which may be privileged or  
26 otherwise protected from disclosure under state or federal statutes, court rules, case  
27 decisions, or common law. Accordingly, to expedite the flow of information, to

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

11 2. DEFINITIONS

12 2.1. Action: *Paul Sapan v. LendingTree, LLC*, Case No. 8:23-cv-00071-  
13 JWH-DFM.

14 2.2. Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 2.3. “CONFIDENTIAL” Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for  
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
19 the Good Cause Statement.

20 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22 2.5. Designating Party: a Party or Non-Party that designates information  
23 or items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25 2.6. Disclosure or Discovery Material: all items or information, regardless  
26 of the medium or manner in which it is generated, stored, or maintained (including,  
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1 without limitation, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3 2.7. Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this Action.

6 2.8. House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 2.9. Non-Party: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11 2.10. Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action  
13 and have appeared in this Action on behalf of that party or are affiliated with a law  
14 firm that has appeared on behalf of that party, including support staff.

15 2.11. Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.12. Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 2.13. Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24 2.14. Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26 2.15. Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing party.  
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1 3. SCOPE

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

7 Any use of Protected Material at trial will be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after the final disposition of this litigation, the confidentiality  
11 obligations imposed by this Order will remain in effect until a Designating Party  
12 agrees otherwise in writing or a court order otherwise directs. Final disposition  
13 will be deemed to be the later of (1) dismissal of all claims and defenses in this  
14 Action, with or without prejudice; and (2) final judgment herein after the  
15 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
16 this Action, including the time limits for filing any motions or applications for  
17 extension of time pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1. Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or Non-Party that designates information or items for protection under  
21 this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. The Designating Party must designate for  
23 protection only those parts of material, documents, items, or oral or written  
24 communications that qualify so that other portions of the material, documents,  
25 items, or communications for which protection is not warranted are not swept  
26 unjustifiably within the ambit of this Order.

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

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

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

14 Designation in conformity with this Order requires:

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

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  
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1 which documents, or portions thereof, qualify for protection under this Order.  
2 Then, before producing the specified documents, the Producing Party must affix  
3 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
4 only a portion or portions of the material on a page qualifies for protection, the  
5 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
6 appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party identify  
8 the Disclosure or Discovery Material on the record, before the close of the  
9 deposition all protected testimony.

10 (c) for information produced in some form other than documentary and  
11 for any other tangible items, that the Producing Party affix in a prominent place on  
12 the exterior of the container or containers in which the information is stored the  
13 legend “CONFIDENTIAL.” If only a portion or portions of the information  
14 warrants protection, the Producing Party, to the extent practicable, will identify the  
15 protected portion(s).

16 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
17 failure to designate qualified information or items does not, standing alone, waive  
18 the Designating Party’s right to secure protection under this Order for such  
19 material. Upon timely correction of a designation, the Receiving Party must make  
20 reasonable efforts to assure that the material is treated in accordance with the  
21 provisions of this Order.

## 22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
24 designation of confidentiality at any time that is consistent with the Court’s  
25 Scheduling Order.

26 6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
27 resolution process under Local rule 37.1 et seq.  
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1           6.3. The burden of persuasion in any such challenge proceeding shall be  
2 on the Designating Party. Frivolous challenges, and those made for an improper  
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
4 parties) may expose the Challenging Party to sanctions. Unless the Designating  
5 Party has waived or withdrawn the confidentiality designation, all parties shall  
6 continue to afford the material in question the level of protection to which it is  
7 entitled under the Producing Party’s designation until the Court rules on the  
8 challenge.

9       7.    ACCESS TO AND USE OF PROTECTED MATERIAL

10       7.1. Basic Principles. A Receiving Party may use Protected Material that  
11 is disclosed or produced by another Party or by a Non-Party in connection with this  
12 Action only for prosecuting, defending, or attempting to settle this Action. Such  
13 Protected Material may be disclosed only to the categories of persons and under  
14 the conditions described in this Order. When the Action has been terminated, a  
15 Receiving Party must comply with the provisions of section 13 below (FINAL  
16 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  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 “CONFIDENTIAL” only to:

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



1 (b) the officers, directors, and employees (including House Counsel) of  
2 the 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  
15 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
16 they 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 mediator or settlement officer, and their supporting personnel,  
23 mutually agreed upon by any of the parties engaged in settlement discussions.  
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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 IN OTHER LITIGATION

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

6 (a) promptly notify in writing the Designating Party. Such notification  
7 will include a copy of the subpoena or court order;

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

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

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

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

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

3 (b) In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

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

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

13 (3) make the information requested available for inspection by the Non-  
14 Party, if requested.

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

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has  
25 disclosed Protected Material to any person or in any circumstance not authorized  
26 under this Stipulated Protective Order, the Receiving Party must immediately

27 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use  
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1 its best efforts to retrieve all unauthorized copies of the Protected Material,  
2 (c) inform the person or persons to whom unauthorized disclosures were made of  
3 all the terms of this Order, and (d) request such person or persons to execute the  
4 “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
5 Exhibit A.

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain  
9 inadvertently produced material is subject to a claim of privilege or other  
10 protection, the obligations of the Receiving Parties are those set forth in Federal  
11 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
12 whatever procedure may be established in an e-discovery order that provides for  
13 production without prior privilege review. Pursuant to Federal Rule of Evidence  
14 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
15 of a communication or information covered by the attorney-client privilege or  
16 work product protection, the parties may incorporate their agreement in the  
17 stipulated protective order submitted to the court.

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  
24 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
25 any ground to use in evidence of any of the material covered by this Protective  
26 Order.

1           12.3. Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
3 may only be filed under seal pursuant to a court order authorizing the sealing of the  
4 specific Protected Material at issue. If a Party's request to file Protected Material  
5 under seal is denied by the court, then the Receiving Party may file the information  
6 in the public record unless otherwise instructed by the court.

7       13. FINAL DISPOSITION

8           After the final disposition of this Action, as defined in paragraph 4, within  
9 60 days of a written request by the Designating Party, each Receiving Party must  
10 return all Protected Material to the Producing Party or destroy such material. As  
11 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
12 compilations, summaries, and any other format reproducing or capturing any of the  
13 Protected Material. Whether the Protected Material is returned or destroyed, the  
14 Receiving Party must submit a written certification to the Producing Party (and, if  
15 not the same person or entity, to the Designating Party) by the 60 day deadline that  
16 (1) identifies (by category, where appropriate) all the Protected Material that was  
17 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
18 copies, abstracts, compilations, summaries or any other format reproducing or  
19 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
20 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
21 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
22 and trial exhibits, expert reports, attorney work product, and consultant and expert  
23 work product, even if such materials contain Protected Material. Any such archival  
24 copies that contain or constitute Protected Material remain subject to this  
25 Protective Order as set forth in Section 4 (DURATION).

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

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
6

7 Dated: February 5, 2024

NELSON MULLINS, RILEY &  
SCARBOROUGH LLP

8 /s/ Lauren A. Deeb  
9 Lauren A. Deeb

10 Attorneys for Defendant  
11 LENDINGTREE, LLC

12 Dated: February 5, 2024

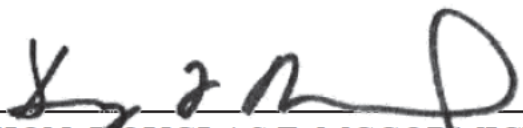
PRATO & REICHMAN, APC

13 /s/ Christopher J. Reichman  
14 Christopher J. Reichman

15 Attorneys for Plaintiff  
16 PAUL SAPAN, individually and on Behalf  
17 of All Others Similarly Situated

18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
19

20 DATED: February 7, 2024

  
21 HON. DOUGLAS F. MCCORMICK  
22 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on [date] in the case of *Paul Sapan v.  
LendingTree, LLC*, Case No. 8:23-cv-00071-JWH-DFM. I agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type full  
address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

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

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

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

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