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

CHANGE CAPITAL MANAGEMENT,
LLC,

Plaintiff,

v.

THE CHANGE COMPANY CDFI LLC
and CHANGE LENDING, LLC,

Defendants.

Case No: 8:24-cv-00050-DOC-ADS

**STIPULATED PROTECTIVE
ORDER**

**[DISCOVERY DOCUMENT:
REFERRED TO MAGISTRATE
JUDGE AUTUMN D. SPAETH]**

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that
8 the protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles. The parties further acknowledge, as set forth in Section XIV(C),
11 below, that this Stipulated Protective Order does not entitle them to file confidential
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
13 followed and the standards that will be applied when a party seeks permission from
14 the Court to file material under seal.

15 **II. GOOD CAUSE STATEMENT**

16
17 A. This action is likely to involve trade secrets, customer and pricing lists
18 and other valuable research, development, commercial, financial, technical and/or
19 proprietary information for which special protection from public disclosure and from
20 use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information consist of, among other things,
22 personally identifiable information, confidential business or financial information,
23 information regarding confidential business practices, or other confidential research,
24 development, or commercial information (including information implicating privacy
25 rights of third parties and confidential information of third parties), information
26 otherwise generally unavailable to the public, or which may be privileged or otherwise
27 protected from disclosure under state or federal statutes, court rules, case decisions,
28 or common law. Accordingly, to expedite the flow of information, to facilitate the

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

10 **III. DEFINITIONS**

11 A. **Action:** This pending federal law suit.

12 B. **Challenging Party:** A Party or Non-Party that challenges the designation
13 of information or items under this Order.

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

18 D. **Counsel:** Outside Counsel of Record and House Counsel (as well as their
19 support staff).

20 E. **Designating Party:** A Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES
23 ONLY.”

24 F. **Disclosure or Discovery Material:** All items or information, regardless
25 of the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced or
27 generated in disclosures or responses to discovery in this matter.

28 G. **Expert:** A person with specialized knowledge or experience in a matter

1 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
2 as an expert witness or as a consultant in this Action, (2) is not a past or current
3 employee of a Party, and (3) at the time of retention, is not anticipated to become an
4 employee of a Party or of a Party's competitor.

5 H. "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
6 Information or Items: extremely sensitive "Confidential Information or Items,"
7 disclosure of which to another Party or Non-Party would create a substantial risk of
8 serious harm that could not be avoided by less restrictive means.

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

12 J. Non-Party: Any natural person, partnership, corporation, association, or
13 other legal entity not named as a Party to this action.

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

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

21 M. Producing Party: A Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

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

27 O. Protected Material: Any Disclosure or Discovery Material that is
28 designated as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY.”

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

4 **IV. SCOPE**

5 A. The protections conferred by this Stipulation and Order cover not only
6 Protected Material (as defined above), but also (1) any information copied or extracted
7 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
8 Protected Material; and (3) any testimony, conversations, or presentations by Parties
9 or their Counsel that might reveal Protected Material. However, the protections
10 conferred by this Stipulation and Order do not cover the following information: (1)
11 any information that is in the public domain at the time of disclosure to a Receiving
12 Party or becomes part of the public domain after its disclosure to a Receiving Party
13 as a result of publication not involving a violation of this Order, including becoming
14 part of the public record through trial or otherwise; and (2) any information known to
15 the Receiving Party prior to the disclosure or obtained by the Receiving Party after
16 the disclosure from a source who obtained the information lawfully and under no
17 obligation of confidentiality to the Designating Party.

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

20 **V. DURATION**

21 A. Even after final disposition of this litigation, the confidentiality
22 obligations imposed by this Order shall remain in effect until a Designating Party
23 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
24 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
25 with or without prejudice; and (2) final judgment herein after the completion and
26 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
27 including the time limits for filing any motions or applications for extension of time
28 pursuant to applicable law.

1 **VI. DESIGNATING PROTECTED MATERIAL**

2 A. Exercise of Restraint and Care in Designating Material for Protection

3 1. Each Party or Non-Party that designates information or items for
4 protection under this Order must take care to limit any such designation to specific
5 material that qualifies under the appropriate standards. To the extent it is practical to
6 do so, the Designating Party must designate for protection only those parts of material,
7 documents, items, or oral or written communications that qualify so that other
8 portions of the material, documents, items, or communications for which protection
9 is not warranted are not swept unjustifiably within the ambit of this Order.

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

15 3. If it comes to a Designating Party's attention that information or
16 items that it designated for protection do not qualify for protection at all or do not
17 qualify for the level of protection initially asserted, that Designating Party must
18 promptly notify all other Parties that it is withdrawing the mistaken designation.

19 B. Manner and Timing of Designations

20 1. Except as otherwise provided in this Order (see, e.g., Section
21 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery
22 Material that qualifies for protection under this Order must be clearly so designated
23 before the material is disclosed or produced.

24 2. Designation in conformity with this Order requires the following:

25 a. For information in documentary form (e.g., paper or
26 electronic documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix at a minimum, the legend
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY,” to each page that contains protected material. If only a portion or portions
2 of the material on a page qualifies for protection, the Producing Party also must clearly
3 identify the protected portion(s) (e.g., by making appropriate markings in the margins)
4 and must specify, for each portion, the level of protection being asserted.

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

20 c. For testimony given in depositions or in other pretrial or
21 trial proceedings, that the Designating Party identify on the record, before the close
22 of the deposition, hearing, or other proceeding, all protected testimony and specify
23 the level of protection being asserted. When it is impractical to identify separately
24 each portion of testimony that is entitled to protection and it appears that substantial
25 portions of the testimony may qualify for protection, the Designating Party may
26 invoke on the record (before the deposition, hearing, or other proceeding is
27 concluded) a right to have up to 21 days to identify the specific portions of the
28 testimony as to which protection is sought and to specify the level of protection being

1 asserted. Only those portions of the testimony that are appropriately designated for
2 protection within the 21 days shall be covered by the provisions of this Stipulated
3 Protective Order. Alternatively, a Designating Party may specify, at the deposition or
4 up to 21 days afterwards if that period is properly invoked, that the entire transcript
5 shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY.”

7 d. For information produced in some form other than
8 document and for any other tangible items, that the Producing Party affix in a
9 prominent place on the exterior of the container or containers in which the information
10 or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or
12 item warrant protection, the Producing Party, to the extent practicable, shall identify
13 the protected portion(s) and specify the level of protection being asserted.

14 C. Inadvertent Failure to Designate

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

20 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 A. Timing of Challenges

22 1. Any party or Non-Party may challenge a designation of
23 confidentiality at any time that is consistent with the Court’s Scheduling Order.
24 Unless a prompt challenge to a Designating Party’s confidentiality designation is
25 necessary to avoid foreseeable, substantial unfairness, unnecessary economic
26 burdens, or a significant disruption or delay of the litigation, a Party does not waive
27 its right to challenge a confidentiality designation by electing not to mount a challenge
28 promptly after the original designation is disclosed.

1 B. Meet and Confer

2 1. The Challenging Party shall initiate the dispute resolution process
3 under Local Rule 37.1 et seq.

4 C. The burden of persuasion in any such challenge proceeding shall be on
5 the Designating Party. Frivolous challenges, and those made for an improper purpose
6 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
7 expose the Challenging Party to sanctions. Unless the Designating Party has waived
8 the confidentiality designation by failing to file a motion to retain confidentiality as
9 described above, all parties shall continue to afford the material in question the level
10 of protection to which it is entitled under the Producing Party’s designation until the
11 Court rules on the challenge.

12 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 A. Basic Principles

14 1. A Receiving Party may use Protected Material that is disclosed or
15 produced by another Party or by a Non-Party in connection with this Action only for
16 prosecuting, defending, or attempting to settle this Action. Such Protected Material
17 may be disclosed only to the categories of persons and under the conditions described
18 in this Order. When the Action has been terminated, a Receiving Party must comply
19 with the provisions of Section XIV below.

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

23 B. Disclosure of “CONFIDENTIAL” Information or Items

24 1. Unless otherwise ordered by the Court or permitted in writing by
25 the Designating Party, a Receiving Party may disclose any information or item
26 designated “CONFIDENTIAL” only to:

27 a. The Receiving Party’s Outside Counsel of Record in this
28 Action, as well as employees of said Outside Counsel of Record to whom it is

- 1 reasonably necessary to disclose the information for this Action;
- 2 b. The officers, directors, and employees (including House
3 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
4 Action;
- 5 c. Experts (as defined in this Order) of the Receiving Party to
6 whom disclosure is reasonably necessary for this Action and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 8 d. The Court and its personnel;
- 9 e. Court reporters and their staff;
- 10 f. Professional jury or trial consultants, mock jurors, and
11 Professional Vendors to whom disclosure is reasonably necessary for this Action and
12 who have signed the “Acknowledgment and Agreement to be Bound” attached as
13 Exhibit A hereto;
- 14 g. The author or recipient of a document containing the
15 information or a custodian or other person who otherwise possessed or knew the
16 information;
- 17 h. During their depositions, witnesses, and attorneys for
18 witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the
19 deposing party requests that the witness sign the “Acknowledgment and Agreement
20 to Be Bound;” and (ii) they will not be permitted to keep any confidential information
21 unless they sign the “Acknowledgment and Agreement to Be Bound,” unless
22 otherwise agreed by the Designating Party or ordered by the Court. Pages of
23 transcribed deposition testimony or exhibits to depositions that reveal Protected
24 Material may be separately bound by the court reporter and may not be disclosed to
25 anyone except as permitted under this Stipulated Protective Order; and
- 26 i. Any mediator or settlement officer, and their supporting
27 personnel, mutually agreed upon by any of the parties engaged in settlement
28 discussions.

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B. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items

1. or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

a. the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

b. Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in Section VIII.C, below, have been followed;

c. the court and its personnel;

d. court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

e. during their depositions, witnesses, and attorneys defending the deposition, in the action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court;

f. the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and;

g. any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the Parties engaged in settlement

1 discussions.

2 C. Procedures for Approving or Objecting to Disclosure of “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

4 1. Unless otherwise ordered by the court or agreed to in writing by
5 the Designating Party, a Party that seeks to disclose to an Expert (as defined in this
6 Order) any information or item that has been designated “HIGHLY CONFIDENTIAL
7 – ATTORNEYS’ EYES ONLY” pursuant to Section VII.B first must make a written
8 request to the Designating Party that (1) identifies the general categories of “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving
10 Party seeks permission to disclose to the Expert, (2) sets forth the full name of the
11 Expert and the city and state of his or her primary residence, (3) attaches a copy of
12 the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5)
13 identifies each person or entity from whom the Expert has received compensation or
14 funding for work in his or her areas of expertise or to whom the expert has provided
15 professional services, including in connection with a litigation, at any time during the
16 preceding five years with the exception of any information which is subject to
17 confidentiality obligations owed to a third party, and (6) identifies (by name and
18 number of the case, filing date, and location of court) any litigation in connection with
19 which the Expert has offered expert testimony, including through a declaration,
20 report, or testimony at a deposition or trial, during the preceding five years.

21 2. A Party that makes a request and provides the information
22 specified in the preceding respective paragraphs may disclose the subject Protected
23 Material to the identified Expert unless, within 14 days of delivering the request, the
24 Party receives a written objection from the Designating Party. Any such objection
25 must set forth in detail the grounds on which it is based.

26 3. Disputes regarding a timely written objection raised pursuant to
27 the previous paragraph shall be addressed through the dispute resolution process
28 under Civil Local Rule 37-1 et seq.

1 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 A. If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in this
5 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY,” that Party must:

7 1. Promptly notify in writing the Designating Party. Such
8 notification shall include a copy of the subpoena or court order;

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

13 3. Cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

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

24 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
25 **PRODUCED IN THIS LITIGATION**

26 A. The terms of this Order are applicable to information produced by a Non-
27 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and relief
2 provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

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

8 1. Promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a confidentiality agreement
10 with a Non-Party;

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

14 3. Make the information requested available for inspection by the
15 Non-Party, if requested.

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

24 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
26 disclosed Protected Material to any person or in any circumstance not authorized
27 under this Stipulated Protective Order, the Receiving Party must immediately (1)
28 notify in writing the Designating Party of the unauthorized disclosures, (2) use its best

1 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the
2 person or persons to whom unauthorized disclosures were made of all the terms of
3 this Order, and (4) request such person or persons to execute the “Acknowledgment
4 and Agreement to be Bound” that is attached hereto as Exhibit A.

5 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
6 **PROTECTED MATERIAL**

7 A. When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other protection,
9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
11 may be established in an e-discovery order that provides for production without prior
12 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), the parties are
13 filing contemporaneously herewith a Stipulated Order Under Federal Rule of
14 Evidence 502(d) to address the effect of disclosure of a communication or information
15 covered by the attorney-client privilege or work product protection.

16 **XIII. MISCELLANEOUS**

17 A. Right to Further Relief

18 1. Nothing in this Order abridges the right of any person to seek its
19 modification by the Court in the future.

20 B. Right to Assert Other Objections

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

26 C. Filing Protected Material

27 1. A Party that seeks to file under seal any Protected Material must
28 comply with Civil Local Rule 79-5. Protected Material may only be filed under seal

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

5 **XIV. FINAL DISPOSITION**

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

23 B. Any violation of this Order may be punished by any and all appropriate
24 measures including, without limitation, contempt proceedings and/or monetary
25 sanctions.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 Dated: August 9, 2024

Respectfully Submitted,

3

4 By: /s/ Brendan R. Zee-Cheng
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***Attorneys for THE CHANGE COMPANY
CDFI LLC and CHANGE LENDING,
LLC***

15 ***Attorneys for Plaintiff Change Capital
16 Management LLC***

17
18 **FILER'S ATTESTATION**

19 In compliance with Civil L.R. Rule 5-4.3.4(a)(2)(i), I hereby attest that all
20 parties have concurred in the filing of this Stipulation.

21 By: /s/ Brendan R. Zee-Cheng

22

23 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24

25 Dated: 08/29/2024

/s/ Autumn D. Spaeth

26

HONORABLE AUTUMN D. SPAETH
United States Magistrate Judge

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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 that I have
5 read in its entirety and understand the Stipulated Protective Order that was issue by
6 the United States District Court for the Central District of California on [DATE] in
7 the case of *Change Capital Management, LLC v. The Change Company CDFI LLC*
8 *et al.*, 8:24-cv-00050-DOC-ADS. I agree to comply with and to be bound by all the
9 terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any information
12 or item that is subject to this Stipulated Protective Order to any person or entity except
13 in strict compliance with the provisions of this Order.

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

21 Date: _____

22 City and State where sworn and signed: _____

23 Printed Name: _____

24 Signature: _____