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19 UNITED STATES DISTRICT COURT  
 20 EASTERN DISTRICT OF CALIFORNIA  
 21 SACRAMENTO DIVISION

22 TERI BROWN, individually and on behalf of  
 23 all others similarly situated

24 Plaintiff,

25 vs.

26 CHARTER COMMUNICATIONS, INC.,

27 Defendant.

CASE NO. 1:17-cv-00670-LJO JLT

**STIPULATION AND [~~PROPOSED~~]  
 PROTECTIVE ORDER**

(Doc. 38)

28 IT IS HEREBY STIPULATED, pursuant to Civil Local Rule 141.1(b)(1), by and between  
 the parties Plaintiff Terri Brown and Defendant Charter Communications, Inc. (collectively  
 “Parties”), by and through their respective counsel of record, that in order to facilitate the  
 exchange of information and documents which may be subject to confidentiality limitations on  
 disclosure due to federal laws, state laws, and privacy rights, the following shall apply:

1 1. A. PURPOSES AND LIMITATIONS

2 As the Parties have represented that discovery in this action is likely to involve production  
3 of confidential, proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted,  
5 this Court enters the following Protective Order. This Order does not confer blanket protections  
6 on all disclosures or responses to discovery. The protection it affords from public disclosure and  
7 use extends only to the limited information or items that are entitled to confidential treatment  
8 under the applicable legal principles. Further, as set forth in Section 12.3, below, this Protective  
9 Order does not entitle the Parties to file confidential information under seal. Rather, when the  
10 Parties seek permission from the court to file material under seal, the Parties must comply with  
11 Civil Local Rule 141 and with any pertinent orders of the assigned District Judge and Magistrate  
12 Judge.

13 B. GOOD CAUSE STATEMENT UNDER LOCAL RULE 141.1(c)

14 Discovery in this case seeks information and documents eligible for protection, including  
15 agreements between Defendant and third parties with confidentiality provisions and pricing  
16 information, internal policies and procedures, technical data and detail regarding telephone  
17 systems, and related information. There is a particularized need for protection as to these  
18 categories of information as it could cause competitive harm and further because it could lead to  
19 the public disclosure of contractual terms that are intended to be confidential, in addition to certain  
20 policies and procedures that are proprietary to each company. The Parties respectfully submit that  
21 these protections should be addressed by a court order, as that would also permit non-parties to  
22 designate certain information or documents as confidential.

23 In light of the nature of the claims and class allegations in this case and the Parties'  
24 representations that discovery in this case will involve the production of confidential records, and  
25 in order to expedite the flow of information, to facilitate the prompt resolution of disputes over  
26 confidentiality of discovery materials, to adequately protect information the Parties are entitled to  
27 keep confidential, to ensure that the Parties are permitted reasonable necessary uses of such  
28 material in connection with this action, to address their handling of such material at the end of the

1 litigation, and to serve the ends of justice, a protective order for such information is justified in  
2 this matter. The Parties shall not designate any information/documents as confidential without a  
3 good faith belief that such information/documents have been maintained in a confidential, non-  
4 public manner, and that there is good cause or a compelling reason why it should not be part of the  
5 public record of this case.

6 2. DEFINITIONS

7 2.1 Action: The instant action: Teri Brown v. Charter Communications, Inc., CASE  
8 NO. 1:17-cv-00670-LJO (JLTx).

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
10 information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
12 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
13 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support  
15 staff).

16 2.5 Designating Party: a Party or Non-Party that designates information or items that it  
17 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
19 medium or manner in which it is generated, stored, or maintained (including, among other things,  
20 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
21 responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to  
23 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
24 consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a Party to this Action. House  
26 Counsel does not include Outside Counsel of Record or any other outside counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal  
28 entity not named as a Party to this action.

1           2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this  
2 Action but are retained to represent or advise a Party to this Action and have appeared in this  
3 Action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of  
4 that Party, and includes support staff.

5           2.11 Party: any Party to this Action, including all of its officers, directors, employees,  
6 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

7           2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
8 Material in this Action.

9           2.13 Professional Vendors: persons or entities that provide litigation support services  
10 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
11 organizing, storing, or retrieving data in any form or medium) and their employees and  
12 subcontractors.

13           2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
14 “CONFIDENTIAL.” The Parties respectfully submit that the designation of information or  
15 documents as “CONFIDENTIAL” will be used sparingly and will be limited to agreements  
16 between Defendant and third parties with confidentiality provisions and pricing information, as  
17 well as internal policies and procedures, or other private party or Non-Party information.

18           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
19 Producing Party.

20 3. SCOPE

21           The protections conferred by this Order cover not only Protected Material (as defined  
22 above), but also (1) any information copied or extracted from Protected Material; (2) all copies,  
23 excerpts, summaries, or compilations of Protected Material; and (3) any deposition testimony,  
24 conversations, or presentations by Parties or their Counsel that might reveal Protected Material,  
25 other than during a court hearing or at trial.

26           Any use of Protected Material during a court hearing or at trial shall be governed by the  
27 orders of the presiding judge and Civil Local Rule 141 and 141.1. This Order does not govern the  
28 use of Protected Material during a court hearing or at trial.

1 4. DURATION

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

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
11 or Non-Party that designates information or items for protection under this Order must take care to  
12 limit any such designation to specific material that qualifies under the appropriate standards. The  
13 Designating Party must designate for protection only those parts of material, documents, items, or  
14 oral or written communications that qualify so that other portions of the material, documents,  
15 items, or communications for which protection is not warranted are not swept unjustifiably within  
16 the ambit of this Order.

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

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

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
25 (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered,  
26 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
27 designated before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic documents,  
2 but excluding transcripts of depositions), that the Producing Party affix at a minimum, the legend  
3 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains  
4 Protected Material. If only a portion or portions of the material on a page qualifies for protection,  
5 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
6 markings in the margins).

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

17 (b) for testimony given in depositions that the Designating Party identifies on  
18 the record, before the close of the deposition as protected testimony.

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

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
25 designate qualified information or items does not, standing alone, waive the Designating Party’s  
26 right to secure protection under this Order for such material. Upon timely correction of a  
27 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
28 in accordance with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
3 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
5 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
6 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
7 original designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
9 process by providing written notice of each designation it is challenging and describing the basis  
10 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
11 notice must recite that the challenge to confidentiality is being made in accordance with this  
12 specific paragraph of the Protective Order. The Parties shall attempt to resolve each challenge in  
13 good faith and must begin the process by conferring directly (in voice to voice dialogue; other  
14 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
15 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
16 designation was not proper and must give the Designating Party an opportunity to review the  
17 designated material, to reconsider the circumstances, and, if no change in designation is offered, to  
18 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of  
19 the challenge process only if it has engaged in this meet and confer process first or establishes that  
20 the Designating Party is unwilling to participate in the meet and confer process in a timely  
21 manner.

22 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
23 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
24 Civil Local Rule 251 (and in compliance with Civil Local Rule 141, if applicable) within 21 days  
25 of the initial notice of challenge or within 14 days of the Parties agreeing that the meet and confer  
26 process will not resolve their dispute, whichever is earlier. Each such motion must be  
27 accompanied by a competent declaration affirming that the movant has complied with the meet  
28 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to

1 make such a motion including the required declaration within 21 days (or 14 days, if applicable)  
2 shall automatically waive the confidentiality designation for each challenged designation. In  
3 addition, the Challenging Party may file a motion challenging a confidentiality designation at any  
4 time if there is good cause for doing so, including a challenge to the designation of a deposition  
5 transcript or any portions thereof. Any motion brought pursuant to this provision must be  
6 accompanied by a competent declaration affirming that the movant has complied with the meet  
7 and confer requirements imposed by the preceding paragraph.

8           The burden of persuasion in any such challenge proceeding shall be on the Designating  
9 Party. Unless the Designating Party has waived the confidentiality designation by failing to file a  
10 motion to retain confidentiality as described above, all Parties shall continue to afford the material  
11 in question the level of protection to which it is entitled under the Producing Party’s designation  
12 until the court rules on the challenge.

13 7.       ACCESS TO AND USE OF PROTECTED MATERIAL

14           7.1     Basic Principles. 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 prosecuting,  
16 defending, or attempting to settle this Action. Such Protected Material may be disclosed only to  
17 the categories of persons and under the conditions described in this Order. When the Action has  
18 been terminated, a Receiving Party must comply with the provisions of Section 13 below.

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

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

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

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



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

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

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

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

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

19 (i) any mediator or settlement officer, and their supporting personnel, mutually  
20 agreed upon by any of the Parties engaged in settlement discussions.

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
22 LITIGATION

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

26 (a) promptly notify in writing the Designating Party. Such notification shall  
27 include a copy of the subpoena or court order unless prohibited by law;

28 (b) promptly notify in writing the Party who caused the subpoena or order to

1 issue in the other litigation that some or all of the material covered by the subpoena or order is  
2 subject to this Protective Order. Such notification shall include a copy of this Protective Order;  
3 and

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

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

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

15 (a) The terms of this Order are applicable to information produced by a non-  
16 party in this Action and designated as “CONFIDENTIAL.” Such information produced by non-  
17 parties in connection with this litigation is protected by the remedies and relief provided by this  
18 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
19 additional protections.

20 (b) In the event that a Party is required, by a valid discovery request from  
21 another Party (“Requesting Party”), to produce a Non-Party’s confidential information in its  
22 possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-  
23 Party’s confidential information, then the Party shall:

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

27 (2) promptly provide the Non-Party with a copy of the Protective Order  
28 in this Action, the relevant discovery request(s), and a reasonably specific description of the

1 information requested; and

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

4 (c) If, thereafter, the Non-Party desires to prevent the disclosure of its  
5 confidential information subject to the Protective Order, the Non-Party must, within fourteen (14)  
6 days after receiving notice that its confidential information is sought in accordance with Section  
7 9(b) and prior to the filing of any motion relating to discovery pursuant to Federal Rule of Civil  
8 Procedure 26-37, confer in a good faith with counsel for all Parties in effort to eliminate the  
9 necessity for hearing the motion and/or eliminate as many disputes related to the confidential  
10 information as possible. It shall be the responsibility of the Non-Party to arrange for this  
11 conference by providing letter notice to all Parties to the Action. The conference may take place  
12 telephonically. The Non-Party's letter must identify each issue and/or discovery request in  
13 dispute, shall state briefly with respect to each such issue/request the Non-Party's position (and  
14 provide any legal authority which the Non-Party believes is dispositive of the dispute as to that  
15 issue/request), and specify the terms of the discovery order to be sought. Unless relieved by  
16 written order of the Court upon good cause shown, counsel for the Parties shall confer with the  
17 Non-Party within ten (10) days after the Non-Party serves a letter requesting such a conference.

18 (d) If the Non-Party and the Parties are unable to resolve their dispute, within  
19 fourteen (14) days after the conclusion of the meet and confer process outlined in Section 9(c), the  
20 Non-Party must seek a protective order from the Court. If the Non-Party timely seeks a protective  
21 order, the Receiving Party not shall produce any information in its possession or control that is  
22 subject to the confidentiality agreement with the Non-Party before a determination by the court,  
23 unless otherwise required by the law or court order. Absent a court order to the contrary, the Non-  
24 Party shall bear the burden and expense of seeking protection in this court of its Protected  
25 Material. If the Non-Party fails to seek a protective order from this court within the fourteen (14)  
26 day period after the meet and confer process outlined in Section 9(c), the Receiving Party may  
27 produce the Non-Party's confidential information responsive to the Requesting Party's discovery  
28 request.

1 (e) If a Non-Party fails to commence the process called for by Section 9(c)  
2 within fourteen (14) days after receiving notice that its confidential information is sought in  
3 accordance with Section 9(b), the Receiving Party may produce the Non-Party's confidential  
4 information responsive to the discovery request. Even if the Non-Party seeks a protective order  
5 prior to completing the meet and confer process called for by Section 9(c), the Receiving Party  
6 shall not produce any information in its possession or control that is subject to the confidentiality  
7 agreement with the Non-Party before a determination by the court unless otherwise required by the  
8 law or court order.

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
18 MATERIAL

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

27 12. MISCELLANEOUS

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to

1 seek its modification by the Court in the future.

2           12.2 Right to Assert Other Objections. No Party waives any right it otherwise would  
3 have to object to disclosing or producing any information or item on any ground not addressed in  
4 this Protective Order. Similarly, no Party waives any right to object on any ground to use in  
5 evidence of any of the material covered by this Protective Order.

6           12.3 Filing Protected Material. A Party that seeks to file any Protected Material must  
7 first seek approval by the court to file the Protected Material under seal in compliance with Civil  
8 Local Rule 141 and with any pertinent orders of the assigned District Judge and Magistrate Judge.  
9 If a Party's request to file Protected Material under seal is denied by the court, then the Receiving  
10 Party may file the information in the public record unless otherwise instructed by the court.

11 13. FINAL DISPOSITION

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

27 ///

28 ///

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

3

4 DATED: February 20, 2018

**THOMPSON COBURN LLP**

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By:           /s/ Geoffrey L. Warner          

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**HELEN B. KIM**  
**GEOFFREY L. WARNER**  
Attorneys for Defendant,  
CHARTER COMMUNICATIONS, INC.

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10 DATED: February 20, 2018

**MARCUS ZELMAN, LLC**

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12

13

By:           /s/ Yitzchak Zelman            
          (as authorized on 2/20/2018)          

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**YITZCHAK ZELMAN, Admitted Pro Hac Vice**  
**ARI H. MARCUS, Admitted Pro Hac Vice**  
Attorneys for Plaintiff,  
TERI BROWN

17

18 I, Geoffrey L. Warner, the filer of this document, hereby attest that all other signatories listed  
19 herein, and on whose behalf the filing is submitted, concur in the filing's content and have  
20 authorized the filing.

21

**ORDER**

22

23 IT IS SO ORDERED.

24

Dated: February 21, 2018

          /s/ Jennifer L. Thurston            
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 Protective Order that was issued by the United States District Court for the Eastern District of California on \_\_\_\_\_ in the case of Teri Brown v. Charter Communications, Inc., CASE NO. 1:17-cv-00670-LJO (JLTx). I agree to comply with and to be bound by all the terms of this 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 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 Eastern District of California for the purpose of enforcing the terms of this 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 Protective Order.

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

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

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

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