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7 UNITED STATES DISTRICT COURT
8 SOUTHERN DISTRICT OF CALIFORNIA
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10 CORINNA RUIZ, an individual,
11 Plaintiff,
12 v.
13 PARADIGMWORKS GROUP, INC., a
14 Delaware corporation; CORNERSTONE
15 SOLUTIONS, INC., dba
16 CORNERSTONE SOLUTIONS, INC.-
17 JOB CORPS SERVICES, a Georgia
18 corporation; ADP TOTAL SOURCE III,
19 INC., a Florida corporation; and DOES 1-
100, inclusive,
20 Defendants.

Case No.: 16cv2993-CAB-BGS

**ORDER GRANTING JOINT
MOTION FOR ENTRY OF
STIPULATED PROTECTIVE
ORDER**

[ECF No. 33]

21 On August 29, 2017, the parties filed a Joint Motion for Entry of Stipulated
22 Protective Order (ECF No. 33). Having reviewed and considered the motion, and good
23 cause appearing, the Court **GRANTS** the Joint Motion for Entry of Protective Order (ECF
24 No. 33) as follows:

25 **I. PURPOSES AND LIMITATIONS**

26 Disclosure and discovery activity in this action are likely to involve production of
27 confidential, proprietary, or private information for which special protection from public
28 disclosure and from use for any purpose other than prosecuting this litigation may be

1 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
2 following Stipulated Protective Order. The parties acknowledge that this Order does not
3 confer blanket protections on all disclosures or responses to discovery and that the
4 protection it affords from public disclosure and use extends only to the limited information
5 or items that are entitled to confidential treatment under the applicable legal principles. The
6 parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated
7 Protective Order does not entitle them to file confidential information under seal; Federal
8 Rule of Civil Procedure 26(c), Civil Local Rule 79.2, Patent Local Rule 2.2 and Electronic
9 Case Filing Administrative Policies and Procedures Section 2.j set forth the procedures that
10 must be followed and the standards that will be applied when a party seeks permission from
11 the court to file material under seal. The parties further acknowledge that without separate
12 court order, this Stipulated Protective Order does not change, amend, or circumvent any
13 court rule or local rule. Further, the parties agree that nothing herein shall be used or
14 interpreted as an admission of liability on the merits of any claims or defenses in this action
15 as its only purpose is to facilitate discovery.

16 **II. DEFINITIONS**

17 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
18 information or items under this Order.

19 2.2 "CONFIDENTIAL" Information or Items: Plaintiff's medical records, including
20 those produced by Plaintiff and those obtained by Defendants' via subpoena; and the
21 following documents from Defendant Cornerstone Solutions: All non-privileged
22 documents which refer or relate to Plaintiff; all non-privileged documents which refer or
23 relate to Cornerstone's policies regarding reinstatement of employees following a leave of
24 absence; all non-privileged documents which refer or relate to Cornerstone's policies
25 regarding reasonable accommodations for employees who request a finite a leave;
26 Cornerstone's redacted roster; all non-privileged documents which refer or relate to the
27 allegations in the Complaint; all non-privileged documents which refer or relate to
28 Cornerstone's policies and procedures that were in place during Plaintiff's employment

1 with Paradigm regarding reasonable accommodations for disabled employees; any and all
2 non-privileged documents which refer or relate to any affirmative defenses Defendant
3 Cornerstone asserted in response to Plaintiff s Complaint; any and all non-privileged
4 documents which refer or relate to Defendant Cornerstone’s policies, practices, or
5 procedures regarding disability discrimination, retaliation or harassment; and the
6 subcontractor agreement between Defendants Cornerstone and Paradigm.

7 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
8 (as well as their support staff).

9 2.4 Designating Party: a Party or Non-Party that designates information or items
10 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

11 2.5 Disclosure or Discovery Material: all items or information, regardless of the
12 medium or manner in which it is generated, stored, or maintained (including, among other
13 things, testimony, transcripts, and tangible things), that are produced or generated in
14 disclosures or responses to discovery in this matter.

15 2.6 Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
17 expert witness or as a consultant in this action.

18 2.7 House Counsel: attorneys who are employees of a party to this action. House
19 Counsel does not include Outside Counsel of Record or any other outside counsel.

20 2.8 Non-Party: any natural person, partnership, corporation, association, or other
21 legal entity not named as a party to this action.

22 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
23 action but are retained to represent or advise a party to this action and have appeared in this
24 action on behalf of that party or are affiliated with a law firm that has appeared on behalf
25 of that party.

26 2.10 Party: any party to this action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record and their support
28 staffs.

1 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
2 Material in this action.

3 2.12 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
6 their employees and subcontractors.

7 2.13 Protected Material: any Disclosure or Discovery Material that is designated
8 as “CONFIDENTIAL.”

9 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from
10 a Producing Party.

11 **III. SCOPE**

12 The protections conferred by this Stipulated Protective Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or extracted
14 from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
15 materials; and (3) any testimony, conversations, or presentations by Parties or their Counsel
16 that might reveal Protected Material. However, the protections conferred by this Stipulated
17 Protective Order do not cover the following information: (a) any information that is in the
18 public domain at the time of disclosure to a Receiving Party or becomes part of the public
19 domain after its disclosure to a Receiving Party as a result of publication not involving a
20 violation of this Order, including becoming part of the public record through trial or
21 otherwise; and (b) any information known to the Receiving Party before the disclosure or
22 obtained by the Receiving Party after the disclosure from a source who obtained the
23 information lawfully and under no obligation of confidentiality to the Designating Party.
24 Any use of Protected Material at trial shall be governed by a separate agreement or order.

25 **IV. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations imposed
27 by this Order shall remain in effect until a Designating Party otherwise agrees in writing
28 or a court order otherwise directs. Final disposition shall be deemed to be the later of

(1) dismissal of all claims and defenses in this action, with or without prejudice; and
(2) final judgment after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

V. DESIGNATING PROTECTED MATERIAL

a. Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

b. Manner and Timing of Designations.

Except as otherwise provided in this Order (see, e.g., second paragraph of Section V(B)(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the

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

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

16 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
17 the Designating Party identify on the record, before the close of the deposition, hearing, or
18 other proceeding, all 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 the legend “CONFIDENTIAL” in a
21 prominent place on the exterior of the container or containers in which the information or
22 item is stored. If only a portion or portions of the information or item warrant protection,
23 the Producing Party, to the extent practicable, shall identify the protected portion(s).

24 **c. Inadvertent Failures to Designate.**

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

provisions of this Order.

VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS

a. Timing of Challenges.

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

b. Meet and Confer.

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

c. Judicial Intervention.

If the Parties cannot resolve a challenge without Court intervention, the Designating Party shall initiate the dispute process as outlined in Judge Skomal's Chambers' Rules.

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

8 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

9 **a. Basic Principles.**

10 A Receiving Party may use Protected Material that is disclosed or produced by
11 another Party or by a Non-Party in connection with this case only, for prosecuting,
12 defending, or attempting to settle this litigation. Such Protected Material may be disclosed
13 only to the categories of persons and under the conditions described in this Order. When
14 the litigation has been terminated, a Receiving Party must comply with the provisions of
15 Section XIII below (FINAL DISPOSITION).

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

19 **b. Disclosure of "CONFIDENTIAL" Information or Items.**

20 Unless otherwise ordered by the Court or permitted in writing by the Designating
21 Party, a Receiving Party may disclose any information or item designated
22 "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this action, as well
24 as employees of such Outside Counsel of Record to whom it is reasonably necessary to
25 disclose the information for this litigation;

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

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

9 (g) during their depositions, witnesses in the action to whom disclosure is
10 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
11 Bound” (Exhibit A) or affirm during their deposition, bound under oath by the attorney
12 conducting the deposition, unless otherwise agreed by the Designating Party or ordered by
13 the Court. Notwithstanding the above, all experts and third party witnesses will sign Exhibit
14 A. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
15 Material must be separately bound by the court reporter and may not be disclosed to anyone
16 except as permitted under this Stipulated Protective Order;

17 (h) the author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the information.

19 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
20 **PRODUCED IN OTHER LITIGATION**

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

24 (a) promptly notify in writing the Designating Party. Such notification shall
25 include a copy of the subpoena or Court Order;

26 (b) promptly notify in writing the party who caused the subpoena or order to
27 issue in the other litigation that some or all of the material covered by the subpoena or order
28

1 is subject to this Protective Order. Such notification shall include a copy of this Stipulated
2 Protective Order; and

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

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

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

15 (a) The terms of this Order are applicable to information produced by a Non-Party
16 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
18 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
19 from seeking additional protections.

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

24 (1) promptly notify in writing the Requesting Party and the Non-Party that
25 some or all of the information requested is subject to a confidentiality agreement with a
26 Non-Party;
27
28

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

4 (3) make the information requested available for inspection by the Non-
5 Party.

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

14 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

23 **XI. INADVERTENT DISCLOSURE OF POTENTIALLY PRIVILEGED** 24 **INFORMATION**

25 **a. Applicability**

26 This section shall be applicable to and govern all deposition transcripts and/or
27 videotapes, and documents produced in response to requests for production of documents,
28 answers to interrogatories, responses to requests for admissions, affidavits, declarations

1 and all other information or material produced, made available for inspection, or otherwise
2 submitted by any of the parties in this litigation as well as testimony adduced at trial or
3 during any hearing (collectively “Information”).

4 **b. Production of Discovery Materials Containing Potentially Privileged**
5 **Information**

6 The production of any privileged or otherwise protected or exempted Information,
7 as well as the production of Information without an appropriate designation of
8 confidentiality, shall not be deemed a waiver or impairment of any claim of privilege or
9 protection, including, but not limited to, the attorney-client privilege, the protection
10 afforded to work product materials, or the subject matter thereof, or the confidential nature
11 of any such Information, as to the produced Information, or any other Information.

12 The production of privileged or work-product protected documents, electronically
13 stored information (“ESI”) or information, whether inadvertent or otherwise, is not a
14 waiver of the privilege or protection from discovery in this case or in any other federal or
15 state proceeding. This Order shall be interpreted to provide the maximum protection
16 allowed by Federal Rule of Evidence 502(d).

17 The producing party must notify the receiving party promptly, in writing, upon
18 discovery that a document has been produced. Upon receiving written notice from the
19 producing party that privileged and/or work product material has been produced, all such
20 information, and all copies thereof, shall be returned to the producing party within ten (10)
21 business days of receipt of such notice and the receiving party shall not use such
22 information for any purpose, except as provided in paragraph 5, until further Order of the
23 Court. The receiving party shall also attempt, in good faith, to retrieve and return or destroy
24 all copies of the documents in electronic format.

25 The receiving party may contest the privilege or work product designation by the
26 producing party, shall give the producing party written notice of the reason for said
27 disagreement. In that event, the receiving party shall return the allegedly privileged
28 document and the producing party shall provide a log entry for the document. The receiving

1 party may not challenge the privilege or immunity claim by arguing that the disclosure
2 itself is a waiver of any applicable privilege. In that instance, the receiving party shall,
3 within fifteen (15) business days from the initial notice by the producing party, seek an
4 Order from the Court compelling the production of the material. If no such Order is sought,
5 upon expiration of the fifteen (15) day period, then all copies of the disputed document
6 shall be returned in accordance with this paragraph.

7 Any analyses, memoranda or notes which were internally generated based upon
8 such produced information shall immediately be placed in sealed envelopes, and shall be
9 destroyed in the event that (a) the receiving party does not contest that the information is
10 privileged, or (b) the Court rules that the information is privileged. Such analyses,
11 memoranda or notes may only be removed from the sealed envelopes and returned to its
12 intended purpose in the event that (a) the producing party agrees in writing that the
13 information is not privileged, or (b) the Court rules that the information is not privileged.

14 Nothing contained herein is intended to or shall serve to limit a party's right to
15 conduct a review of documents, ESI or information (including metadata) for relevance,
16 responsiveness and/or segregation of privileged and/or protected information before
17 production.

18 **c. Privilege Logging**

19 The following documents presumptively need not be included on a privilege log:

- 20 • Written or oral communications between a party and its counsel after
21 commencement of this litigation and work product material created after
22 commencement of the any litigation relating to this litigation.
- 23 • Work product created by outside counsel, or by an agent of outside counsel other
24 than a party after commencement any litigation.
- 25 • Written or oral communications between a party and its in-house counsel whose
26 primary role it to manage litigation.

27 An email thread for which a party claims a privilege may be logged in a single entry.

28 **XII. MISCELLANEOUS**

1 **a. Right to Further Relief.**

2 Nothing in this Order abridges the right of any person to seek its modification by the
3 Court in the future.

4 **b. Right to Assert Other Objections.**

5 By stipulating to the entry of this Protective Order, no Party waives any right it
6 otherwise would have to object to disclosing or producing any information or item on any
7 ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any
8 right to object on any ground to use in evidence of any of the material covered by this
9 Protective Order.

10 **c. Filing Protected Material.**

11 No document shall be filed under seal unless counsel secures a court order allowing
12 the filing of a document under seal. An application to file a document under seal shall be
13 served on opposing counsel, and on the person or entity that has custody and control of the
14 document, if different from opposing counsel. If opposing counsel, or the person or entity
15 who has custody and control of the document, wishes to oppose the application, he/she
16 must contact the chambers of the judge who will rule on the application, to notify the
17 judge's staff that an opposition to the application will be filed.

18 **d. Modification of the Protective Order by the Court.**

19 The Court may modify the terms and conditions of this Stipulated Protective Order
20 for good cause, or in the interest of justice, or on its own order at any time in these
21 proceedings. Absent separate court order, this Stipulated Protective Order does not change,
22 amend, or circumvent any court rule or local rule.

23 **XIII. FINAL DISPOSITION**

24 Within 60 days after the final disposition of this action, as defined in Paragraph 4,
25 each Receiving Party must return all Protected Material to the Producing Party or destroy
26 such material. As used in this subdivision, "all Protected Material" includes all copies,
27 abstracts, compilations, summaries, and any other format reproducing or capturing any of
28 the Protected Material. Whether the Protected Material is returned or destroyed, the

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

12 Likewise, within 60 days after the final disposition of this action, the Court must
13 destroy all Protected Material to the Producing Party. Any action by this Court must be
14 preceded by an ex parte motion for an order authorizing the return of all Confidential and
15 Attorneys' Eyes Only Material to the party that produced the information or the destruction
16 thereof.

17 **XIV. COUNTERPARTS**

18 **a. Signed in Counterparts.** This agreement may be signed in any number of
19 counterparts

20 **b. All Counterparts Original.** Each Counterpart is an original.

21 **c. Counterparts Form One Document.** Together, all counterparts form on single
22 document.

23 **IT IS SO ORDERED.**

24 Dated: August 29, 2017

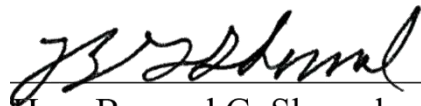
25 
26 Hon. Bernard G. Skomal
27 United States Magistrate Judge
28

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 Southern
District of California on, _____ [date] in the case of Ruiz v. Paradigmworks
Group, et al, Case No. 3:16-cv-2993-CAB-BGS. I agree to comply with and to be bound
by all the terms of the 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 the Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of the Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Southern District of California for the purpose of enforcing the terms of the Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action.

I 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 the Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____