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2 UNITED STATES DISTRICT COURT  
3 CENTRAL DISTRICT OF CALIFORNIA

4  
5 Plaintiff(s),  
6 v.  
7  
8 Defendant(s).

Case No.

STIPULATED PROTECTIVE  
ORDER<sup>1</sup>

9  
10  
11 **1. INTRODUCTION**

12 1.1 Purposes and Limitations. Discovery in this action is likely to  
13 involve production of confidential, proprietary, or private information for  
14 which special protection from public disclosure and from use for any  
15 purpose other than prosecuting this litigation may be warranted.  
16 Accordingly, the parties hereby stipulate to and petition the court to  
17 enter the following Stipulated Protective Order. The parties  
18 acknowledge that this Order does not confer blanket protections on all  
19 disclosures or responses to discovery and that the protection it affords  
20 from public disclosure and use extends only to the limited information or  
21 items that are entitled to confidential treatment under the applicable  
22 legal principles.  
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27 <sup>1</sup> This Stipulated Protective Order is substantially based on the model  
28 protective order provided under Magistrate Judge Stephanie S.  
Christensen's Procedures as of 24 July 2023.

1           1.2 Good Cause Statement. [**\*The “Good Cause Statement”**  
2 **should be edited to include or exclude specific information that**  
3 **applies to the particular case, i.e., what harm will result from the**  
4 **disclosure of the confidential information likely to be produced**  
5 **in this case? Below is an example]:**

6           This action is likely to involve trade secrets, customer and pricing  
7 lists and other valuable research, development, commercial, financial,  
8 technical and/or proprietary information for which special protection  
9 from public disclosure and from use for any purpose other than  
10 prosecution of this action is warranted. Such confidential and  
11 proprietary materials and information consist of, among other things,  
12 confidential business or financial information, information regarding  
13 confidential business practices, or other confidential research,  
14 development, or commercial information (including information  
15 implicating privacy rights of third parties), information otherwise  
16 generally unavailable to the public, or which may be privileged or  
17 otherwise protected from disclosure under state or federal statutes, court  
18 rules, case decisions, or common law. Accordingly, to expedite the flow of  
19 information, to facilitate the prompt resolution of disputes over  
20 confidentiality of discovery materials, to adequately protect information  
21 the parties are entitled to keep confidential, to ensure that the parties  
22 are permitted reasonable necessary uses of such material in preparation  
23 for and in the conduct of trial, to address their handling at the end of the  
24 litigation, and serve the ends of justice, a protective order for such  
25 information is justified in this matter. It is the intent of the parties that  
26 information will not be designated as confidential for tactical reasons  
27 and that nothing be so designated without a good faith belief that it has  
28

1 been maintained in a confidential, non-public manner, and there is good  
2 cause why it should not be part of the public record of this case.

3 1.3 Acknowledgment of Procedure for Filing Under Seal. The  
4 parties further acknowledge, as set forth in Section 12.3, below, that this  
5 Stipulated Protective Order does not entitle them to file confidential  
6 information under seal; Local Rule 79-5 sets forth the procedures that  
7 must be followed and the standards that will be applied when a party  
8 seeks permission from the court to file material under seal.

9 There is a strong presumption that the public has a right of access  
10 to judicial proceedings and records in civil cases. In connection with  
11 non-dispositive motions, good cause must be shown to support a filing  
12 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d  
13 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*  
14 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*  
15 *Elects., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
16 protective orders require good cause showing), and a specific showing of  
17 good cause or compelling reasons with proper evidentiary support and  
18 legal justification, must be made with respect to Protected Material that  
19 a party seeks to file under seal. The parties' mere designation of  
20 Disclosure or Discovery Material as CONFIDENTIAL does not—  
21 without the submission of competent evidence by declaration,  
22 establishing that the material sought to be filed under seal qualifies as  
23 confidential, privileged, or otherwise protectable—constitute good cause.

24 Further, if a party requests sealing related to a dispositive motion  
25 or trial, then compelling reasons, not only good cause, for the sealing  
26 must be shown, and the relief sought shall be narrowly tailored to serve  
27 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*,  
28

1 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of  
2 information, document, or thing sought to be filed or introduced under  
3 seal in connection with a dispositive motion or trial, the party seeking  
4 protection must articulate compelling reasons, supported by specific  
5 facts and legal justification, for the requested sealing order. Again,  
6 competent evidence supporting the application to file documents under  
7 seal must be provided by declaration.

8 Any document that is not confidential, privileged, or otherwise  
9 protectable in its entirety will not be filed under seal if the confidential  
10 portions can be redacted. If documents can be redacted, then a redacted  
11 version for public viewing, omitting only the confidential, privileged, or  
12 otherwise protectable portions of the document, shall be filed. Any  
13 application that seeks to file documents under seal in their entirety  
14 should include an explanation of why redaction is not feasible.  
15

## 16 **2. DEFINITIONS**

17  
18 2.1 Action: [this pending federal lawsuit]. [\*Option: consolidated  
19 or related actions.]

20 2.2 Challenging Party: a Party or Non-Party that challenges the  
21 designation of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information  
23 (regardless of how it is generated, stored or maintained) or tangible  
24 things that qualify for protection under Rule 26(c) of the Federal Rules of  
25 Civil Procedure, and as specified above in the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as  
27 well as their support staff).  
28

1           2.5 Designating Party: a Party or Non-Party that designates  
2 information or items that it produces in disclosures or in responses to  
3 discovery as “CONFIDENTIAL.”

4           2.6 Disclosure or Discovery Material: all items or information,  
5 regardless of the medium or manner in which it is generated, stored, or  
6 maintained (including, among other things, testimony, transcripts, and  
7 tangible things), that are produced or generated in disclosures or  
8 responses to discovery in this matter.

9           2.7 Expert: a person with specialized knowledge or experience in  
10 a matter pertinent to the litigation who has been retained by a Party or  
11 its counsel to serve as an expert witness or as a consultant in this Action.

12           2.8 Final Disposition: the later of (1) dismissal of all claims and  
13 defenses in this Action, with or without prejudice; and (2) final judgment  
14 herein after the completion and exhaustion of all appeals, rehearings,  
15 remands, trials, or reviews of this Action, including the time limits for  
16 filing any motions or applications for extension of time pursuant to  
17 applicable law.

18           2.9 In-House Counsel: attorneys who are employees of a party to  
19 this Action. In-House Counsel does not include Outside Counsel of  
20 Record or any other outside counsel.

21           2.10 Non-Party: any natural person, partnership, corporation,  
22 association, or other legal entity not named as a Party to this action.

23           2.11 Outside Counsel of Record: attorneys who are not employees  
24 of a party to this Action but are retained to represent or advise a party to  
25 this Action and have appeared in this Action on behalf of that party or  
26 are affiliated with a law firm which has appeared on behalf of that party,  
27 and includes support staff.  
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1           2.12 Party: any party to this Action, including all of its officers,  
2 directors, employees, consultants, retained experts, and Outside Counsel  
3 of Record (and their support staffs).

4           2.13 Producing Party: a Party or Non-Party that produces  
5 Disclosure or Discovery Material in this Action.

6           2.14 Professional Vendors: persons or entities that provide  
7 litigation- support services (e.g., photocopying, videotaping, translating,  
8 preparing exhibits or demonstrations, and organizing, storing, or  
9 retrieving data in any form or medium) and their employees and  
10 subcontractors.

11           2.15 Protected Material: any Disclosure or Discovery Material that  
12 is designated as “CONFIDENTIAL.”

13           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
14 Material from a Producing Party.  
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16  
17 **3.    SCOPE**

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

24           Any use of Protected Material at trial shall be governed by the  
25 orders of the trial judge. This Stipulated Protective Order does not  
26 govern the use of Protected Material at trial.  
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1     **4. TRIAL AND DURATION**

2             The terms of this Stipulated Protective Order apply through Final  
3     Disposition of the Action.

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

17    **[Optional addition:]**

18             Even after Final Disposition of this litigation, the confidentiality  
19    obligations imposed by this Stipulated Protective Order shall remain in  
20    effect until a Designating Party agrees otherwise in writing or a court  
21    order otherwise directs.  
22

23    **5. DESIGNATING PROTECTED MATERIAL**

24             5.1    Exercise of Restraint and Care in Designating Material for  
25    Protection. Each Party or Non-Party that designates information or  
26    items for protection under this Order must take care to limit any such  
27    designation to specific material that qualifies under the appropriate  
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1 standards. The Designating Party must designate for protection only  
2 those parts of material, documents, items, or oral or written  
3 communications that qualify so that other portions of the material,  
4 documents, items, or communications for which protection is not  
5 warranted are not swept unjustifiably within the ambit of this Order.

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

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

15  
16 **5.2 Manner and Timing of Designations.** Except as otherwise  
17 provided in this Stipulated Protective Order (*see, e.g.*, second paragraph  
18 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure  
19 or Discovery Material that qualifies for protection under this Stipulated  
20 Protective Order must be clearly so designated before the material is  
21 disclosed or produced.

22 Designation in conformity with this Stipulated Protective Order  
23 requires:

24 (a) for information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions or other pretrial or  
26 trial proceedings), that the Producing Party affix at a minimum, the  
27 legend "CONFIDENTIAL" to each page that contains protected  
28



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

5 A Party or Non-Party that makes original documents available for  
6 inspection need not designate them for protection until after the  
7 inspecting Party has indicated which documents it would like copied  
8 and produced. During the inspection and before the designation, all of  
9 the material made available for inspection shall be deemed  
10 CONFIDENTIAL. After the inspecting Party has identified the  
11 documents it wants copied and produced, the Producing Party must  
12 determine which documents, or portions thereof, qualify for protection  
13 under this Stipulated Protective Order. Then, before producing the  
14 specified documents, the Producing Party must affix the  
15 “CONFIDENTIAL” legend to each page that contains Protected  
16 Material. If only a portion or portions of the material on a page  
17 qualifies for protection, the Producing Party also must clearly identify  
18 the protected portion(s) (e.g., by making appropriate markings in the  
19 margins).  
20

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

24 (c) for information produced in some form other than  
25 documentary and for any other tangible items, that the Producing Party  
26 affix in a prominent place on the exterior of the container or containers  
27 in which the information is stored the “CONFIDENTIAL” legend. If only  
28 a portion or portions of the information warrants protection, the

1 Producing Party, to the extent practicable, shall identify the protected  
2 portion(s).

3       5.3 Inadvertent Failures to Designate. If timely corrected, an  
4 inadvertent failure to designate qualified information or items does not,  
5 standing alone, waive the Designating Party’s right to secure protection  
6 under this Order for such material. Upon timely correction of a  
7 designation, the Receiving Party must make reasonable efforts to assure  
8 that the material is treated in accordance with the provisions of this  
9 Stipulated Protective Order.

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11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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13       6.1 Timing of Challenges. Any Party or Non-Party may  
14 challenge a designation of confidentiality at any time that is consistent  
15 with the court’s Scheduling Order.

16       6.2 Meet and Confer. The Challenging Party shall initiate the  
17 dispute resolution process under Local Rule 37.1 et seq. and with  
18 Section 2 of Judge Christensen’s Civil Procedures titled “Brief Pre-  
19 Discovery Motion Conference.”<sup>2</sup>

20       6.3 The burden of persuasion in any such challenge proceeding  
21 shall be on the Designating Party. Frivolous challenges, and those  
22 made for an improper purpose (e.g., to harass or impose unnecessary  
23 expenses and burdens on other parties) may expose the Challenging  
24 Party to sanctions. Unless the Designating Party has waived or  
25 withdrawn the confidentiality designation, all parties shall continue to  
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27 <sup>2</sup> Judge Christensen’s Procedures are available at  
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 afford the material in question the level of protection to which it is  
2 entitled under the Producing Party’s designation until the court rules on  
3 the challenge.

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5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 7.1 Basic Principles. A Receiving Party may use Protected  
7 Material that is disclosed or produced by another Party or by a Non-  
8 Party in connection with this Action only for prosecuting, defending, or  
9 attempting to settle this Action. Such Protected Material may be  
10 disclosed only to the categories of persons and under the conditions  
11 described in this Order. When the Action reaches a Final Disposition, a  
12 Receiving Party must comply with the provisions of section 13 below.

13  
14 Protected Material must be stored and maintained by a Receiving  
15 Party at a location and in a secure manner that ensures that access is  
16 limited to the persons authorized under this Stipulated Protective  
17 Order.

18 7.2 Disclosure of “CONFIDENTIAL” Information or Items.  
19 Unless otherwise ordered by the court or permitted in writing by the  
20 Designating Party, a Receiving Party may disclose any information or  
21 item designated “CONFIDENTIAL” only:

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

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

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

4 (d) to the court and its personnel;

5 (e) to court reporters and their staff;

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

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

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

24 (i) to any mediator or settlement officer, and their supporting  
25 personnel, mutually agreed upon by any of the parties engaged in  
26 settlement discussions.  
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1     **8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2     **PRODUCED IN OTHER LITIGATION**

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

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

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

13             (c) cooperate with respect to all reasonable procedures sought to  
14 be pursued by the Designating Party whose Protected Material may be  
15 affected.  
16

17             If the Designating Party timely seeks a protective order, the  
18 Party served with the subpoena or court order shall not produce any  
19 information designated in this action as “CONFIDENTIAL” before a  
20 determination by the court from which the subpoena or order issued,  
21 unless the Party has obtained the Designating Party’s permission. The  
22 Designating Party shall bear the burden and expense of seeking  
23 protection in that court of its confidential material and nothing in these  
24 provisions should be construed as authorizing or encouraging a  
25 Receiving Party in this Action to disobey a lawful directive from another  
26 court.  
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1 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
2 **PRODUCED IN THIS LITIGATION**

3 9.1 Application. The terms of this Stipulated Protective Order  
4 are applicable to information produced by a Non-Party in this Action and  
5 designated as "CONFIDENTIAL." Such information produced by Non-  
6 Parties in connection with this litigation is protected by the remedies  
7 and relief provided by this Order. Nothing in these provisions should be  
8 construed as prohibiting a Non-Party from seeking additional  
9 protections.

10 9.2 Notification. In the event that a Party is required, by a valid  
11 discovery request, to produce a Non-Party's confidential information in  
12 its possession, and the Party is subject to an agreement with the Non-  
13 Party not to produce the Non-Party's confidential information, then the  
14 Party shall:

15 (a) promptly notify in writing the Requesting Party and the  
16 Non-Party that some or all of the information requested is subject to a  
17 confidentiality agreement with a Non-Party;

18 (b) make the information requested available for inspection by  
19 the Non-Party, if requested.  
20

21 9.3 Conditions of Production. If the Non-Party fails to seek a  
22 protective order from this court within 14 days of receiving the notice  
23 and accompanying information, the Receiving Party may produce the  
24 Non-Party's confidential information responsive to the discovery request.  
25 If the Non-Party timely seeks a protective order, the Receiving Party  
26 shall not produce any information in its possession or control that is  
27 subject to the confidentiality agreement with the Non-Party before a  
28 determination by the court. Absent a court order to the contrary, the

1 Non-Party shall bear the burden and expense of seeking protection in  
2 this court of its Protected Material.

3  
4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
5 **MATERIAL**

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

16  
17 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
18 **OTHERWISE PROTECTED MATERIAL**

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

4  
5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Stipulated  
7 Protective Order abridges the right of any person to seek its  
8 modification by the court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry  
10 of this Stipulated Protective Order no Party waives any right it  
11 otherwise would have to object to disclosing or producing any  
12 information or item on any ground not addressed in this Stipulated  
13 Protective Order. Similarly, no Party waives any right to object on any  
14 ground to use in evidence of any of the material covered by this  
15 Stipulated Protective Order.  
16

17 12.3 Filing Protected Material. A Party that seeks to file under  
18 seal any Protected Material must comply with Local Rule 79-5.  
19 Protected Material may only be filed under seal pursuant to a court  
20 order authorizing the sealing of the specific Protected Material at issue.  
21 If a Party's request to file Protected Material under seal is denied by the  
22 court, then the Receiving Party may file the information in the public  
23 record unless otherwise instructed by the court.  
24

25 **13. FINAL DISPOSITION**

26 After the Final Disposition of this Action, as defined in paragraph  
27 4, within 60 days of a written request by the Designating Party, each  
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1 Receiving Party must return all Protected Material to the Producing  
2 Party or destroy such material. As used in this subdivision, “all  
3 Protected Material” includes all copies, abstracts, compilations,  
4 summaries, and any other format reproducing or capturing any of the  
5 Protected Material. Whether the Protected Material is returned or  
6 destroyed, the Receiving Party must submit a written certification to  
7 the Producing Party (and, if not the same person or entity, to the  
8 Designating Party) by the 60 day deadline that (1) identifies (by  
9 category, where appropriate) all the Protected Material that was  
10 returned or destroyed and (2) affirms that the Receiving Party has not  
11 retained any copies, abstracts, compilations, summaries or any other  
12 format reproducing or capturing any of the Protected Material.

13 Notwithstanding this provision, Counsel is entitled to retain an archival  
14 copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial  
16 exhibits, expert reports, attorney work product, and consultant and  
17 expert work product, even if such materials contain Protected Material.  
18 Any such archival copies that contain or constitute Protected Material  
19 remain subject to this Protective Order as set forth in Section 4.  
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**14. VIOLATION**

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

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

DATED: \_\_\_\_\_  
Attorney(s) for Plaintiff(s)

DATED: \_\_\_\_\_  
Attorney(s) for Defendant(s)

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

DATED: \_\_\_\_\_  
STEPHANIE S. CHRISTENSEN  
United States Magistrate Judge

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  
5 penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States  
7 District Court for the Central District of California on **[date]** in the  
8 case of \_\_\_\_\_ **[insert formal name of the case and the**  
9 **number and initials assigned to it by the court]**. I agree to  
10 comply with and to be bound by all the terms of this Stipulated  
11 Protective Order and I understand and acknowledge that failure to so  
12 comply could expose me to sanctions and punishment in the nature of  
13 contempt. I solemnly promise that I will not disclose in any manner  
14 any information or item that is subject to this Stipulated Protective  
15 Order to any person or entity except in strict compliance with the  
16 provisions of this Order.  
17

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

4  
5 Date: \_\_\_\_\_

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

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

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

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