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

DO NO HARM et al.
Plaintiffs,
and
UNITED STATES OF
AMERICA,
Plaintiff-Intervenor,
v.
REGENTS OF THE UNIVERSITY
OF CALIFORNIA et al.,
Defendants.

Case No. 2:25-cv-4131-JWH-JDE

**STIPULATION REGARDING
AMENDED PROTECTIVE
ORDER**

1 STIPULATION AND REQUEST FOR ENTRY OF AMENDED PROTECTIVE
2 ORDER

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4 WHEREAS, the Court previously entered a Protective Order in this action
5 [ECF No. 74] (the “Protective Order”);

6
7 WHEREAS, on February 23, 2026, the United States of America intervened
8 in this action and is now a party;

9
10 WHEREAS, the Protective Order was entered prior to the United States’ in-
11 tervention;

12
13 WHEREAS, in light of the United States’ intervention, the Parties agree that
14 the Protective Order should be amended to reflect the United States as a party to
15 this action;

16
17 WHEREAS, the Parties also agree that the Protective Order should be
18 amended to include language regarding the use of certain large language models
19 and generative AI tools;

20
21 WHEREAS, the Parties have jointly prepared an Amended Protective Order,
22 attached as Exhibit A;

23
24 NOW, THEREFORE, the Parties, by and through their undersigned counsel,
25 hereby stipulate and respectfully request that the Court enter the attached Amended
26 Protective Order.

1 IT IS SO STIPULATED, THROUGH THE UNDERSIGNED COUNSEL FOR
2 THE PARTIES.

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1 Dated: April 6, 2026

Respectfully submitted,

2 /s/ Felicia H. Ellsworth

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24 *Frenk, Gene Block, and Jennifer*
25 *Lucero*

26 /s/ Patrick Strawbridge

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ATTESTATION OF CONCURRENCE IN FILING

Pursuant to United States District Court for the Central District of California’s Civil Local Rule 5-4.3.4(a)(2)(i), I hereby attest that all signatories to this document have concurred in this filing and have authorized this filing.

Dated: April 6, 2026

/s/ Felicia H. Ellsworth
Felicia H. Ellsworth

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2 **UNITED STATES DISTRICT COURT**
3 **CENTRAL DISTRICT OF CALIFORNIA**

4 DO NO HARM et al.
5 *Plaintiffs,*
6 and
7 UNITED STATES OF
8 AMERICA,
9 *Plaintiff-Intervenor,*
10 v.
11 REGENTS OF THE UNIVERSITY
12 OF CALIFORNIA et al.,
13 *Defendants.*

Case No. 2:25-cv-4131-JWH-JDE

**STIPULATED AMENDED
PROTECTIVE ORDER
REGARDING DISCLOSURE AND
USE OF DISCOVERY
MATERIALS**

DISCOVERY MATTER

13 Plaintiffs (Students for Fair Admissions (“SFFA”), Do No Harm, and Kelly
14 Mahoney), Plaintiff-Interventors (the United States of America), and Defendants (Re-
15 gents of the University of California, Julio Frenk, Gene Block, and Jennifer Lucero)
16 (together, the “Parties,” and each individually, as the context may require, a “Party”)
17 anticipate that documents, testimony, or information containing or reflecting confi-
18 dential, personal, proprietary, trade secret, and/or commercially sensitive information
19 are likely to be disclosed or produced during the course of discovery in this case and
20 request that the Court enter this proposed Stipulated Protective Order Regarding Dis-
21 closure and Use of Discovery Materials setting forth the conditions for treating, ob-
22 taining, and using such information.

23 **1. DEFINITIONS**

24 (a) “Action” means *Do No Harm et al. v. Regents of the University of California et*
25 *al.*, No. 2:25-cv-4131-JWH-JDE (C.D. Cal.).

26 (b) “Discovery Material” means all items or information, including from any
27 nonparty, regardless of the medium or manner generated, stored, or maintained
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1 (including, among other things, testimony, transcripts, or tangible things) that are pro-
2 duced, disclosed, or generated in connection with discovery in this Action pursuant to
3 the Federal Rules of Civil Procedure, a court order, or any other agreement or stipula-
4 tion by or among the Parties. For the avoidance of doubt, the definition of Discovery
5 Material includes information exchanged between the Parties and their counsel during
6 discovery, including during conferences among the Parties and their counsel about in-
7 formation requested during discovery.

8 (c) “Disclose” (or forms thereof) means to distribute, provide, or otherwise
9 make available for access, viewing, or copying. “Disclose” includes the actual covered
10 document or item as well as the contents or information contained therein, such that
11 disclosing a copy, summary, paraphrasing, or characterization would be considered a
12 disclosure of the document itself for purposes of this Protective Order.

13 (d) “Document” means all items listed in Federal Rules of Civil Procedure
14 34(a)(1)(A) & (B).

15 (e) “DGSOM” means the David Geffen School of Medicine at the Univer-
16 sity of California—Los Angeles.

17 (f) “Producing Party” means any Party or nonparty that discloses or pro-
18 duces any Discovery Material in this Action.

19 (g) “Protected Material” means any Discovery Material designated as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
21 ONLY,” as provided for in this Order.

22 (h) “Receiving Party” means any Party who receives Discovery Material
23 from a Producing Party.

24 (i) “Termination Date” means the later of (1) the date on which all claims
25 of any Party are dismissed with or without prejudice, or (2) the date on which all ap-
26 peals, reconsiderations, or remands have been exhausted following the entry of a final
27 judgment by this Court.

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1 **2. PURPOSES AND LIMITATIONS**

2 (a) This Protective Order applies to discovery, pretrial, trial (to the extent
3 approved by the Court), and post-trial proceedings in this Action, whether the Docu-
4 ments are produced by a party or a person or entity who is not a party to this Action
5 (a “nonparty”). This Order binds the Parties and their respective agents, successors,
6 personal representatives, and assignees.

7 (b) Unless otherwise agreed by the Parties, Protected Material shall be used
8 by a Receiving Party for the sole purpose of litigating this Action, and shall not be
9 used or disclosed, directly or indirectly, for any other purpose whatsoever. A Receiv-
10 ing Party shall not attempt to identify or learn or verify the name, Social Security
11 number, date of birth, street address, email address, telephone number, or other con-
12 tact information of any DGSOM students or applicants, or their family members,
13 who are not members of Do No Harm or SFFA from any Protected Material unless
14 the Receiving Party demonstrates that it requires this information to support its claims
15 or defenses. The Receiving Party may not use Protected Material in connection with
16 contacting any DGSOM students or applicants unless the Receiving Party demon-
17 strates that it must do so to support its claims or defenses. In the event a Receiving
18 Party asserts it must (a) identify or learn or verify the name, date of birth, street ad-
19 dress, email address, telephone number, or other contact information of any DGSOM
20 students or applicants, or their family members, who are not members of Do No
21 Harm or SFFA from any Protected Material in order to support its claims or defenses,
22 or (b) use Protected Material to contact any DGSOM students or applicants in order
23 to support its claims or defenses, the Parties shall confer in good faith within ten (10)
24 days after the Receiving Party notifies the Producing Party that it requires this infor-
25 mation. If the Parties are unable to reach an agreement, the Receiving Party may make
26 an appropriate application to the Court. During the pendency of any such application,
27 the Receiving Party shall not (i) attempt to identify or learn or verify the name, date of
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1 birth, street address, email address, telephone number, or other contact information
2 of any DGSOM students or applicants, or their family members, who are not mem-
3 bers of Do No Harm or SFFA from any Protected Material, or (ii) use information
4 learned from any Protected Material to contact any DGSOM students or applicants.
5 Nothing in this Order prevents a Receiving Party from contacting or being contacted
6 by DGSOM students or applicants using means other than Protected Material.

7 (c) The Parties acknowledge that this Order does not confer blanket protec-
8 tions on all disclosures during discovery, or in the course of making initial or supple-
9 mental disclosures under Rule 26(a). Designations under this Order shall be made
10 with care and shall not be made absent a good faith belief that the designated material
11 satisfies the criteria set forth herein. If it comes to a Producing Party's attention that
12 designated material does not qualify for protection at all, or does not qualify for the
13 level of protection initially asserted, the Producing Party must promptly notify all
14 other Parties that it is withdrawing or changing the designation. The Parties further
15 acknowledge, as set forth in Section 13, below, that this Stipulated Protective Order
16 does not entitle them to file confidential information under seal; Local Rule 79-5 of
17 the United States District Court of the Central District of California sets forth the
18 procedures that must be followed and the standards that will be applied when a party
19 seeks permission from the Court to file material under seal.

20 (d) Notwithstanding Sections 2(b), 5(a), 9, and 19 of this Protective Order,
21 the United States is permitted to use admissions data produced by Defendants—and
22 documents necessary to understand such data—in connection with its ongoing Title
23 VI compliance reviews, provided that (i) such use is permissible under Title VI as well
24 as the limitations and protections afforded documents previously produced by
25 DGSOM to the United States in response to the compliance review; and (ii) other
26 than as expressly described herein, this Protective Order applies in full force to the
27 United States.

1 **3. SCOPE**

2 (a) The protections conferred by this Order cover not only Protected Mate-
3 rial (as defined above), but also any information copied or extracted therefrom, as well
4 as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversa-
5 tions, or presentations by the Parties or their counsel made in Court or in other set-
6 tings that might reveal Protected Material, including, for example, during conferences
7 among the Parties and their counsel about information requested during discovery.

8 (b) Nothing in this Order shall prevent or restrict a Producing Party's own
9 disclosure or use of its own Discovery Material for any purpose, and nothing in this
10 Order shall preclude any Producing Party from showing its Discovery Material to an
11 individual who previously prepared or received the Discovery Material.

12 (c) Nothing in this Order shall be construed to prejudice any Party's right to
13 use any Protected Material in Court or in any Court filing, provided that the Party
14 complies with this Order and, as appropriate, with any applicable rules regarding the
15 filing under seal and use of material designated for protection. A Producing Party may
16 consent in writing to the public filing and/or use of its Protected Materials by another
17 Party.

18 (d) Nothing herein shall be deemed a waiver of a Party's right to object to
19 the production of any document, communication, or other Discovery Material (in-
20 cluding, without limitation, on the basis of relevance, burden, expense, privilege, or
21 other evidentiary immunity).

22 (e) This Order is without prejudice to the right of any Party to seek further
23 or additional protection of any Discovery Material or to modify this Order in any way,
24 including, without limitation, an order that certain matter not be produced at all or an
25 order that certain Protected Materials do not qualify for protection or the level of pro-
26 tection designated.

27 **4. DURATION**

1 Even after the Termination Date, and unless otherwise indicated in this Order,
2 the confidentiality obligations imposed by this Order shall remain in effect until a Pro-
3 ducing Party agrees otherwise in writing or an order from this Court otherwise directs.

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

5 (a) Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a nonparty in connection with this Ac-
7 tion only for prosecuting, defending, or attempting to settle this litigation. Such Pro-
8 tected Material may be disclosed only to the categories of persons and under the con-
9 ditions described in this Order. Protected Material must be stored and maintained by
10 a Receiving Party in a secure manner and at a location that ensures that access is lim-
11 ited to the persons authorized under this Order.

12 (b) Legal Advice Based on Protected Material. Nothing in this Protective
13 Order shall be construed to prevent counsel for a Receiving Party from advising their
14 clients with respect to this Action based in whole or in part upon Protected Materials,
15 provided that counsel does not disclose the Protected Materials themselves, the con-
16 tent of those Protected Materials, or the fact of those particular Protected Materials'
17 existence except as provided in this Order.

18 (c) Limitations. Nothing in this Order shall restrict in any way the use or
19 disclosure of Discovery Material by a Receiving Party: (i) that is or has become pub-
20 licly known through no fault of the Receiving Party; (ii) that has been lawfully ac-
21 quired and is known to the Receiving Party independent of the Producing Party; (iii)
22 that has been previously produced, disclosed, and/or provided by the Producing Party
23 to the Receiving Party or a nonparty without an obligation of confidentiality and not
24 by inadvertence or mistake; (iv) consented to by the Producing Party; or (v) ordered
25 by the Court.

1 **6. DESIGNATING PROTECTED MATERIAL**

2 (a) Available Designations. Any Producing Party may designate Discovery
3 Material with either of the following designations, provided that it meets the require-
4 ments for such designations as provided for herein: “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL –ATTORNEYS’ EYES ONLY.”

6 (b) Written Discovery and Documents and Tangible Things. Written discov-
7 ery, documents (including electronically stored information (“ESI”), as that phrase is
8 used in Federal Rule of Civil Procedure 34), and tangible things that meet the require-
9 ments for the confidentiality designations in paragraph 6(a) may be so designated by
10 affixing the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—AT-
11 TORNEYS’ EYES ONLY,” as appropriate, to each page of the written material that
12 contains Protected Material at the time that such documents are produced or such in-
13 formation is disclosed, or as soon thereafter as the Producing Party notifies the Re-
14 ceiving Party of the confidential nature of the information or material disclosed. For
15 digital files being produced, the Producing Party may mark each viewable page or im-
16 age that contains Protected Material with the legend “CONFIDENTIAL” or
17 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” as appropriate, and
18 mark the medium, container, and/or communication in which the digital files were
19 contained with the appropriate designation. Material produced in native format (in-
20 cluding but not limited to material produced in Excel) containing Protected Material
21 shall be designated by (i) producing a TIFF (or similar electronic) placeholder image
22 corresponding to the native material that includes the “CONFIDENTIAL” or
23 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” legend and (ii) in-
24 cluding “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’
25 EYES ONLY” in the file name of the native material, where practicable.

26 (c) Materials Made Available for Inspection. A Producing Party that makes
27 original documents or materials available for inspection need not designate them for
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1 protection until after the inspecting Party has indicated which material it would like
2 copied and produced. During the inspection and before the designation, all of the ma-
3 terial made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the docu-
5 ments it wants copied and produced, the Producing Party must determine which doc-
6 uments, or portions thereof, qualify for protection under this Order. Then, before
7 producing the specified documents, the Producing Party must affix the appropriate
8 designation to each page of a document that contains Protected Material.

9 (d) Information Exchanged During Conferences Among the Parties and
10 Their Counsel: Prior to producing Discovery Material, a Producing Party need not
11 designate such information for protection. During such time, including during the
12 meet-and-confer process regarding information requested during discovery, all Dis-
13 covery Material—including information exchanged during conferences among the
14 Parties and their counsel—shall be deemed “HIGHLY CONFIDENTIAL – AT-
15 TORNEYS’ EYES ONLY.” Prior to producing any such Discovery Material, the
16 Producing Party must determine which Discovery Material, or portions thereof, qual-
17 ify for protection under this Order, and must affix the appropriate designation to such
18 Discovery Material.

19 (e) Depositions and Testimony. Parties or testifying persons or entities may
20 designate depositions and other testimony with the appropriate designation by indicat-
21 ing on the record at the time the testimony is given or by sending written notice of
22 how portions of the transcript of the testimony are designated within twenty-one (21)
23 days of receipt of the final transcript of the testimony. If no indication on the record
24 is made, all information disclosed during a deposition shall be deemed “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” until the time for designating
26 the final transcripts as described above has passed, unless the Parties agree in writing
27 or on the record or the Court orders otherwise. Any Protected Material that is used in
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1 the taking of a deposition shall remain subject to the provisions of this Protective Or-
2 der. In such cases the court reporter shall be informed of this Protective Order and
3 shall be required to operate in a manner consistent with this Protective Order. In the
4 event the deposition is videotaped, the original and all copies of the videotape shall be
5 marked by the video technician to indicate that the contents of the videotape are sub-
6 ject to this Protective Order, substantially along the lines of “This videotape contains
7 confidential testimony used in this case and is not to be viewed or the contents
8 thereof to be displayed or revealed except pursuant to the terms of the operative Pro-
9 tective Order in this matter or pursuant to written stipulation of the parties or order
10 of the Court.” Counsel for any Producing Party shall have the right to exclude from
11 oral depositions any person, other than the deponent, deponent’s counsel, counsel for
12 the Parties, the stenographer and/or videographer (if any), who is not authorized by
13 this Protective Order to receive or access Protected Material based on the designation
14 of such Protected Material. Such right of exclusion shall apply only to the specific pe-
15 riods of examination or testimony that pertain or relate to such Protected Material.

16 (f) Discovery Material Designated as “CONFIDENTIAL.”

17 A Producing Party may designate Discovery Material as “CONFIDENTIAL”
18 if it contains or reflects information that it believes in good faith qualifies for protec-
19 tion under Federal Rule of Civil Procedure 26(c). Examples of such information in-
20 clude material that a Party reasonably and in good faith believes to contain or to dis-
21 close information that the Party, in the ordinary course of business, does not or would
22 not publicly disclose, or information that a Party is under a preexisting obligation to
23 maintain as confidential. Unless otherwise ordered by the Court or permitted in writ-
24 ing by the Producing Party, a Receiving Party may disclose any material designated
25 “CONFIDENTIAL” only to:

26 (1) The Receiving Party’s outside counsel of record in this action, as
27 well as partners, associates, and other employees of any such counsel’s law firm
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1 (including without limitation paralegals and support staff) to whom it is reasonably
2 necessary to disclose the information for this litigation;

3 (2) Officers, directors, and employees (including in-house Counsel)
4 of the Receiving Party to whom disclosure is reasonably necessary for this litigation;

5 (3) Any testifying expert (hereinafter “Testifying Expert”) or non-tes-
6 tifying expert (hereinafter “Consulting Expert”) retained by the Receiving Party to as-
7 sist in this action (including such of the expert’s assistants or support staff as are rea-
8 sonably necessary to facilitate the expert’s work), provided that (A) disclosure is only
9 to the extent reasonably necessary to perform such work; and (B) such expert or con-
10 sultant (and any reasonably necessary assistants or support staff) has agreed to be
11 bound by the provisions of this Protective Order by signing a copy of the “Agree-
12 ment to Be Bound by Protective Order” (Exhibit A). Any “Agreement to Be Bound
13 by Protective Order” signed by a Party’s Consulting Expert does not need to be dis-
14 closed or circulated to other Parties until the Termination Date. Any “Agreement to
15 Be Bound by Protective Order” signed by a Party’s Testifying Expert does not need
16 to be disclosed or circulated to other Parties until disclosure of that Testifying Expert
17 is required pursuant to the Federal Rules of Civil Procedure;

18 (4) The Court, jury, and court personnel, pursuant to paragraph 10
19 and any applicable rules regarding the filing and/or use of materials designated for
20 protection;

21 (5) Court reporters, stenographers and videographers retained to rec-
22 ord testimony taken in this action to whom disclosure is reasonably necessary for this
23 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A);

25 (6) Document processing and hosting vendors, and graphics, transla-
26 tion, design, and/or trial consulting services (including, but not limited to, mock
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1 jurors), to whom disclosure is reasonably necessary for this litigation and who have
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

3 (7) Any other person with the prior written consent of the Producing
4 Party or by order of the Court.

5 (g) Discovery Material Designated as “HIGHLY CONFIDENTIAL - AT-
6 TORNEYS’ EYES ONLY.”

7 (1) A Producing Party may designate Discovery Material as
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if it contains or re-
9 flects sensitive personal information or information that is trade secret and/or com-
10 mercially sensitive and that must be protected from disclosure. Examples of such in-
11 formation or material include trade secrets and other proprietary information; confi-
12 dential business information and practices; financial information; sensitive personal
13 information, including applicant and student information; material that a Party is un-
14 der a pre-existing obligation to a nonparty to treat as personal or confidential.

15 (2) All Protected Materials designated “HIGHLY CONFIDENTIAL
16 – ATTORNEYS’ EYES ONLY” shall be produced electronically or in hard copy, in
17 a manner agreed to by the Parties or ordered by the Court. To the extent any such
18 materials are produced electronically, the production media shall be encrypted with a
19 passcode of at least 10 characters. Any electronic copies of materials designated
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” maintained by a Re-
21 ceiving Party or its Counsel for archival, review, or use in prosecuting this action, shall
22 also be maintained in an encrypted environment.

23 (3) Printed copies of materials designated “HIGHLY CONFIDEN-
24 TIAL – ATTORNEYS’ EYES ONLY” maintained by the Receiving Party must be
25 kept in a locked storage container or room when not in use.

26 (4) Except as expressly provided in this Order, absent express written
27 permission from the Producing Party, the Receiving Party shall minimize the creation
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1 of copies, duplicates, or images (whether electronic or in hard copy) of Discovery Ma-
2 terials designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
3 Wherever possible, such materials shall be referenced in correspondence between the
4 Parties, in pleadings, or in Court filings by production Bates number, and images or
5 copies of such materials shall not be included. To the extent that a Receiving Party
6 reasonably needs to create copies, duplicates or images of such materials, the copies,
7 duplicates, or images must be labeled “HIGHLY CONFIDENTIAL – ATTOR-
8 NEYS’ EYES ONLY” as provided for in this Order.

9 (5) Unless otherwise ordered by the Court or permitted in writing by
10 the Producing Party, a Receiving Party may disclose any material designated
11 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” only to:

12 (i) The Receiving Party’s outside counsel of record in this ac-
13 tion, as well as partners, associates, and other employees of any such counsel (includ-
14 ing without limitation paralegals and support staff) to whom it is reasonably neces-
15 sary to disclose the information for this litigation;

16 (ii) Receiving Party’s in-house counsel, as well as employees of
17 said in-house counsel to whom it is reasonably necessary to disclose the information
18 for this litigation;

19 (iii) Any Testifying Expert or Consulting Expert retained by the
20 Receiving Party to assist in this action (including such of the expert’s assistants or
21 support staff as are reasonably necessary to facilitate the expert’s work), provided
22 that (A) disclosure is only to the extent reasonably necessary to perform such work;
23 and (B) such expert or consultant (and any reasonably necessary assistants or support
24 staff) has agreed to be bound by the provisions of this Protective Order by signing a
25 copy of the “Agreement to Be Bound by Protective Order” (Exhibit A). Any “Agree-
26 ment to Be Bound by Protective Order” signed by a Party’s Consulting Expert does
27 not need to be disclosed or circulated to other Parties until the Termination Date.
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1 Any “Agreement to Be Bound by Protective Order” signed by a Party’s Testifying
2 Expert does not need to be disclosed or circulated to other Parties until disclosure of
3 that Testifying Expert is required pursuant to the Federal Rules of Civil Procedure;

4 (iv) The Court, jury, and court personnel, subject to paragraph
5 10 and any applicable rules regarding the filing and/or use of materials designated for
6 protection;

7 (v) Court reporters, stenographers and videographers retained
8 to record testimony taken in this action to whom disclosure is reasonably necessary
9 for this litigation and who have signed the “Acknowledgment and Agreement to Be
10 Bound” (Exhibit A);

11 (vi) Document processing and hosting vendors, and graphics,
12 design, and/or trial consulting services to whom disclosure is necessary for this litiga-
13 tion and who have signed the “Acknowledgment and Agreement to Be Bound” (Ex-
14 hibit A);

15 (vii) Any other person with the prior written consent of the
16 Producing Party or by order of the Court.

17 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 (a) Timing of Challenges. If a Receiving Party plans to challenge a Produc-
19 ing Party’s confidentiality designations by making an appropriate application to the
20 Court, it must do so within forty-five (45) days of receiving the Protected Material.
21 Upon a showing of good cause for a longer time, a Receiving Party may challenge a
22 Producing Party’s confidentiality designations after the expiration of the forty-five
23 (45) day period.

24 (b) Method of Challenge. A Party that elects to initiate a challenge to a Pro-
25 ducing Party’s confidentiality designation must do so in good faith and must begin the
26 process by serving a written objection upon the Producing Party. The Producing
27 Party shall notify the challenging party in writing of the bases for the asserted
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1 designation within twenty-one (21) days of receiving a written objection. The Parties
2 shall confer in good faith as to the validity of the designation within seven (7) days af-
3 ter the challenging party has received the Producing Party’s bases for the asserted des-
4 ignation. If the Parties are unable to reach an agreement as to the challenged designa-
5 tion, the challenging party may make an appropriate application to the Court pursuant
6 to Local Rule 37.1 within the timeframe established by paragraph 7(a). Until a chal-
7 lenge to an asserted designation is finally resolved by the Parties or the Court, all Par-
8 ties and persons shall treat the information or materials in question according to the
9 original designation.

10 **8. USE AT DEPOSITIONS**

11 Any deponent may be shown or examined on any information, document or
12 thing, irrespective of designation, if it appears that the witness authored or received a
13 copy of it, or is employed by the Party who produced the information, document or
14 thing, or if the Producing Party consents in writing to such disclosure. The disclosure
15 of Protected Material to any such witness may be made only in connection with pre-
16 paring that witness for a deposition or hearing, or during a deposition or hearing.
17 Prior to the disclosure of such Protected Material to any such witness, counsel for the
18 Party making the disclosure shall deliver a copy of this Order to such person, shall ex-
19 plain that such person is bound by the terms of such Order, and shall secure the sig-
20 nature of such person on a copy of the “Acknowledgment and Agreement to Be
21 Bound” (Exhibit A).

22 For depositions, the Receiving Party shall not prepare more copies of materials
23 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” than are
24 reasonably necessary for the deponent, his or her counsel, counsel for the Parties, and
25 counsel of record expected to be in attendance. At the conclusion of the deposition,
26 one (1) paper copy of any such document marked as a deposition exhibit may be re-
27 tained by the Party who noticed the deposition as part of the official deposition
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1 record. All other copies of such documents brought to the deposition shall be col-
2 lected and returned to the Producing Party or securely destroyed in a timely manner
3 following the deposition.

4 **9. OUTSIDE COUNSEL AND EXPERTS**

5 Any Outside Counsel or Expert who has been afforded access to information
6 or items from a Producing Party which has been designated “CONFIDENTIAL” or
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” including any Dis-
8 covery Material disclosed prior to production (*e.g.* during conferences between the
9 Parties and their counsel about information requested during discovery), shall not dis-
10 close, use, or apply such information or items for any purpose other than for work or
11 services performed in the scope of this Action.

12 **10. USE IN THIS ACTION**

13 The status and designation of information or material as “CONFIDENTIAL”
14 or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” shall not be lost
15 or impaired by use of such information or material in this Action or any appeal there-
16 from. Whenever any Protected Material must be filed with the Court, Parties shall file
17 and/or lodge those papers in a manner that is consistent with the Federal Rules of
18 Civil Procedure, Local Rule 79-5 of the United States District Court for the Central
19 District of California, the Federal Rules of Appellate Procedure, or the Ninth Circuit
20 Local Rules, as applicable. If the need arises for any party to disclose any Protected
21 Material in a proceeding in open Court or in support of a dispositive motion, it may
22 do so only after giving seven (7) days’ notice to the Producing Party who, after a
23 good-faith effort to meet and confer, may seek additional relief from this Court.

24 **11. NONPARTIES**

25 A copy of this Protective Order shall be furnished to each nonparty required to
26 produce documents or who otherwise formally discloses information in response to
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1 discovery requests during this litigation. Such nonparties may elect to avail themselves
2 of, and agree to be bound by, the terms and conditions of this Protective Order.

3 **12. PROTECTED MATERIAL SUBPOENAED**

4 If a Receiving Party is served with a subpoena or an order issued in another ac-
5 tion that seeks disclosure of any information or items designated in this action as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY,” the Receiving Party must notify the Producing Party of that request in writ-
8 ing promptly and in no event more than seven (7) court days after receiving the sub-
9 poena or order. Such notification must include a copy of the subpoena or court order.
10 The Receiving Party also must immediately inform in writing the party who caused
11 the subpoena or order to issue in the other litigation that some or all of the material
12 covered by the subpoena or order is the subject of this Protective Order. In addition,
13 the Receiving Party must deliver a copy of this Protective Order promptly to the party
14 in the other action that caused the subpoena or order to issue.

15 The purpose of imposing these duties is to alert interested parties to the exist-
16 ence of this Protective Order and to afford the Producing Party in this Action an op-
17 portunity to protect its confidentiality interests in the court from which the subpoena
18 or order issued. The Producing Party shall bear the burden of seeking protection in
19 that court of its confidential material. Nothing in this Protective Order should be con-
20 strued as authorizing or encouraging a subpoenaed party to disobey a lawful directive
21 from this or another court.

22 **13. FILING PROTECTED MATERIAL**

23 Except as otherwise provided in this Order or otherwise ordered by the Court,
24 any Party wishing to file any Protected Material must either (1) obtain written permis-
25 sion from the Producing Party to file such material in the public record, or (2) move
26 the Court for leave to file the Protected Material under seal pursuant to Local Rule
27 79-5. Unless and until the Court has ruled on such a motion, a Receiving Party may
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1 not file any Protected Material in the public record. Nothing herein shall preclude any
2 Party from filing a redacted version of such a pleading, brief, exhibit or other docu-
3 ment in the public record that omits the Protected Material.

4 **14. REDACTIONS**

5 Pursuant to and consistent with the Federal Rules of Civil Procedure, any Pro-
6 ducing Party may redact information from the documents and things produced that
7 the Producing Party reasonably and in good faith believes (i) is subject to the attorney-
8 client privilege, work product immunity, a legal prohibition against disclosure, or any
9 other privilege or immunity; or (ii) for which there is a substantial need to redact the
10 information. The Producing Party shall denote any such redactions with a legend stat-
11 ing “REDACTED,” as appropriate, or a comparable notice, and shall preserve an un-
12 redacted version of each such document. To the extent a dispute arises regarding the
13 Producing Party’s redactions, the Receiving Party may challenge any redaction con-
14 sistent with the Federal Rules of Civil Procedure.

15 **15. INADVERTENT DISCLOSURE OF PRIVILEGED MATERIALS**

16 (a) Pursuant to Federal Rule of Evidence 502(d) and Federal Rule of Civil
17 Procedure 26(b)(5)(B), the attorney-client privilege, work product protection, or any
18 other privilege or protection shall not be waived, in this Action or in any other pro-
19 ceeding, by inadvertent disclosure. More specifically, if any privileged or protected
20 documents, records, and/or data are inadvertently disclosed to another party, such
21 documents will not lose the privilege and/or protection attached thereto because the
22 documents were inadvertently disclosed, nor may any such documents, once identi-
23 fied, be used for any purpose (including, without limitation, during a deposition). Af-
24 ter being notified of an inadvertent disclosure pursuant to Rule 26(b)(5)(B), and if a
25 Party does not dispute the protected nature of the document(s), all copies of such
26 document(s) shall be returned to the Producing Party or be destroyed within five (5)
27 days of the notice.

1 (b) If a dispute arises concerning the protected nature of the document(s)
2 that the Producing Party claims were inadvertently disclosed pursuant to Rule
3 26(b)(5)(B) and paragraph 15(a), the Parties shall meet and confer within 14 days from
4 the date the dispute arises in good faith in an effort to resolve the dispute. If the Par-
5 ties are unable to resolve the dispute, within 14 days following the meet and confer
6 the Producing Party may file a motion seeking a protective order protecting the docu-
7 ment(s) at issue from being further disclosed and requiring that the document(s) be
8 returned to the Producing Party. In the event of such a motion for protective order,
9 the Producing Party shall have the burden to demonstrate the claimed privilege, work
10 product immunity, or other immunity. The material that the Producing Party con-
11 tends was inadvertently disclosed shall be treated as covered by the claimed privilege,
12 work product immunity, or other immunity during the pendency of these discussions
13 and any ensuing motion practice. The Receiving Party will not use or refer to any in-
14 formation contained within the document(s) at issue, including in deposition or at trial
15 or in any Court filing, unless and until such a motion for protective order is denied by
16 the Court.

17 **16. INADVERTENT FAILURE TO DESIGNATE PROPERLY**

18 (a) The inadvertent failure by a Producing Party to designate Discovery Ma-
19 terial as Protected Material with one of the designations provided for under this Order
20 shall not waive any such designation provided that the Producing Party notifies all Re-
21 ceiving Parties that such Discovery Material is protected under one of the categories
22 of this Order upon learning of the inadvertent failure to designate. The Producing
23 Party shall reproduce the Protected Material with a copy bearing the correct confiden-
24 tiality designation, consistent with the terms of this Order, within seven (7) days of
25 notifying the Receiving Parties. Upon receiving the Protected Material with the cor-
26 rect confidentiality designation, the Receiving Parties shall destroy all copies of any
27 Discovery Materials bearing the previous designation.
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1 (b) A Receiving Party shall not be in breach of this Order for any use of
2 such Discovery Material before the Receiving Party receives the notice described in
3 paragraph 16(a). Once a Producing Party gives the notice described in paragraph
4 16(a), the Receiving Party shall treat such Discovery Material at the new designated
5 level pursuant to the terms of this Order.

6 **17. INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER**

7 (a) In the event of a disclosure of any Discovery Material pursuant to this
8 Order to any person or persons not authorized to receive such disclosure under this
9 Order, the Party responsible for having made such disclosure, and each Party with
10 knowledge thereof, shall immediately notify counsel for the Producing Party whose
11 Discovery Material has been disclosed and provide to such counsel all known relevant
12 information concerning the nature and circumstances of the disclosure. The responsi-
13 ble disclosing Party shall also promptly take all reasonable measures to retrieve, or
14 confirm the destruction of, all copies of documents that it distributed or disclosed to
15 persons not authorized to access such information, and to ensure that no further or
16 greater unauthorized disclosure and/or use of the improperly disclosed Discovery
17 Material is made.

18 (b) Unauthorized or inadvertent disclosure does not change the status of
19 Discovery Material or waive the right to hold the disclosed document or information
20 as Protected Material.

21 **18. EXPERT MATERIALS**

22 (a) All matters concerning expert discovery shall be governed by the Federal
23 Rules of Civil Procedure and the applicable local rules and standing order(s), to the
24 extent not inconsistent with this Order.

25 (b) The following categories of documents and information need not be dis-
26 closed, are outside the scope of permissible discovery (including deposition ques-
27 tions), and are deemed to be attorney work product and confidential:
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1 (1) A Consulting Expert's communications, documents, or electronic
2 information made or prepared in connection with this Action including, but not lim-
3 ited to, communications sent to or received by counsel for the Party retaining the
4 Consulting Expert(s);

5 (2) A Testifying Expert's (i) drafts of expert reports, declarations, af-
6 fidavits, opinions, written testimony, or work papers prepared in connection with this
7 action or any other action; (ii) preliminary or intermediate calculations, computations,
8 modeling, or data runs prepared in connection with this action or any other action; or
9 (iii) other preliminary expert opinions or draft materials;

10 (3) Notes or summaries of a Testifying Expert, or persons working at
11 the direction of a Testifying Expert, prepared in connection with this Action or any
12 other action;

13 (4) Any comments, whether oral or written, related to an expert re-
14 port or affidavit of a Testifying Expert prepared in connection with this Action by (i)
15 counsel for a Party retaining the Testifying Expert, (ii) a Consulting Expert, (iii) or any
16 person working at the Testifying Expert's direction; and

17 (5) Any communications, whether oral or written, between a Testify-
18 ing Expert and (i) counsel for a Party retaining the Testifying Expert, (ii) a Consulting
19 Expert, or (iii) any person working at the Testifying Expert's direction, including any
20 information and things included in or attached to such communications, except to the
21 extent they are directly relied upon by the expert in his or her expert report, declara-
22 tion, affidavit, or testimony.

23 (c) The Parties will make all disclosures required by Rule 26(a)(2)(B).

24 (d) Nothing herein shall limit or waive any Party's rights to object for any
25 reason to the admissibility of any opposing Party's expert submission into evidence or
26 to the qualifications of any person to serve as an expert witness.

27 **19. FINAL DISPOSITION**

1 Unless otherwise ordered or agreed in writing by the Producing Party, within
2 forty-five (45) days after the Termination Date each Receiving Party must either de-
3 stroy or return to the Producing Party all Protected Material and all copies, abstracts,
4 compilations, summaries or any other form of reproducing or capturing of any Pro-
5 tected Material. Whether the Protected Material is returned or destroyed, the Receiv-
6 ing Party must submit a written certification to the Producing Party by the 45-day
7 deadline established herein that confirms all the Protected Material in its possession
8 was returned or destroyed and that affirms that the Receiving Party has not retained
9 any copies, abstracts, compilations, summaries or other forms of reproducing or cap-
10 turing any Protected Material.

11 For materials that contains or reflects Protected Material but that constitutes or
12 reflects counsel's work product, or that of retained consultants and experts, counsel of
13 record for the Parties shall be entitled to retain such work product in their files in ac-
14 cordance with the provisions of this Protective Order, so long as it is and remains
15 clearly marked to reflect that it contains Protected Material subject to this Protective
16 Order. Counsel of record for the Parties shall also be entitled to retain an archival
17 copy of all pleadings; affidavits; motion papers; trial, deposition, and hearing tran-
18 scripts; legal memoranda; correspondence; deposition and trial exhibits; expert re-
19 ports; briefs; other papers filed with this Court; and any other parts of the trial record,
20 even if such material contains Protected Material, so long as such material is and re-
21 mains clearly marked to reflect that it contains Protected Material subject to this Pro-
22 tective Order.

23 **20. MISCELLANEOUS**

24 (a) Large Language Models / Generative AI Tools. Absent notice to and
25 permission from the Producing Party, any person or entity authorized to have access
26 to Protected Materials under the terms of this Order shall not use or employ any ap-
27 plication, service, or analytical software that will transfer, transmit, send or allow any
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1 external access to those Protected Materials (in whole or in part) unless such applica-
2 tion, service or analytical software is fully containerized (i.e., does not transmit any in-
3 formation to any external system or network for the purpose of analysis, use, or the
4 generation of text outputs in response to queries; has the ability to track all infor-
5 mation in the system (including access); and does not otherwise allow access to infor-
6 mation by unauthorized persons). For the avoidance of doubt, this restriction ex-
7 pressly applies to the use of advanced large language models, “generative” AI tools,
8 and other advanced AI systems, including but not limited to OpenAI GPT,
9 ChatGPT3/4/5 et seq., Google Bard, Google Gemeni, Meta LLAMA, MidJourney,
10 DALL-E, Grok, Claude, DeepSeek, and Stable Diffusion. Before a Receiving Party
11 transfers any Producing Party’s Protected Material to be analyzed by any AI system,
12 the Receiving Party shall ensure that it can delete all such Protected Material and any
13 derivatives from the AI system at the final termination of this Action, as defined in
14 Section 19. The Receiving Party will be responsible for destroying such Protected
15 Material following the final termination of this Action, including any machine-learning
16 models trained on Protected Material. This provision shall not be interpreted to pre-
17 clude Receiving Parties from using standard Technology-Assisted Review (TAR) tools
18 to analyze and review produced documents subject to the requirement that such tools
19 also meet industry acceptable security standards.

20 (b) Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification, or relief from this Order, from the Court in the fu-
22 ture.

23 (c) Termination of Matter and Retention of Jurisdiction. The Parties agree
24 that the terms of this Protective Order shall survive and remain in effect after the final
25 termination of the above-captioned matter. The Court shall retain jurisdiction after fi-
26 nal termination of this matter to hear and resolve any disputes arising out of this Pro-
27 tective Order.

1 (d) Successors. This Order shall be binding upon the Parties hereto, their at-
2 torneys, and their successors, executors, personal representatives, administrators,
3 heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, retained
4 consultants and experts, and any persons or organizations over which they have direct
5 control.

6 (e) Right to Assert Other Objections. By stipulating to the entry of this Pro-
7 tective Order, no Party waives any right it otherwise would have to object to disclos-
8 ing or producing any information or item. This Order shall not constitute a waiver of
9 the right of any Party to claim in this action or otherwise that any Discovery Material,
10 or any portion thereof, is privileged or otherwise non-discoverable, or is not admissi-
11 ble in evidence in this action or any other proceeding. Stipulating to entry of this Pro-
12 tective Order shall not prejudice in any way the rights of a Party to petition the Court
13 for a further protective order relating to any confidential information, nor prevent the
14 Parties from agreeing in writing or on the record during a deposition or hearing in this
15 Action to alter or waive the provisions or protections provided for herein with respect
16 to any particular information or material.

17 (f) Modification by Court. The United States District Court for the Central
18 District of California is responsible for the interpretation and enforcement of this Or-
19 der. All disputes concerning Protected Material, however designated, produced under
20 the protection of this Order shall be resolved by the United States District Court for
21 the Central District of California.

22 (g) Bound by Order. All persons who have access to information or material
23 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTOR-
24 NEYS’ EYES ONLY” under this Protective Order acknowledge that they are bound
25 by this Order, and that they submit to the jurisdiction of this Court for purposes of
26 enforcing this Order.

1 (h) Discovery Rules Remain Unchanged. Except as expressly provided
2 herein, nothing in this Order shall alter or change in any way the discovery provisions
3 of the Federal Rules of Civil Procedure, the Local Rules for the United States District
4 Court for the Central District of California, or the Court's own orders entered in this
5 Action. Identification of any individual pursuant to this Protective Order does not
6 make that individual available for deposition or any other form of discovery outside
7 of the restrictions and procedures of the Federal Rules of Civil Procedure, the Local
8 Rules for the United States District Court for the Central District of California, or the
9 Court's own orders entered in this Action.

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full company name or address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____, 2025 [print date issued] in the case of *Do No Harm v. Regents of University of California*, No. 2:25-cv-04131-JWH-JDE. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name:

Signature:

IT IS SO STIPULATED, THROUGH THE UNDERSIGNED COUNSEL FOR THE PARTIES.

1 Dated: April 6, 2026

Respectfully submitted,

2 /s/ Felicia H. Ellsworth

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25 /s/ Patrick Strawbridge

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*Attorneys for Plaintiff-Intervenor
United States of America*

1 Pursuant to Federal Rule of Civil Procedure 26(c), the Court has considered the above
2 agreed-to Protective Order submitted by the Parties, and finding good cause, it is **OR-**
3 **DERED** that the Protective Order, and all terms encompassed herein, shall govern
4 the handling and use of any Discovery Material (as defined above) produced or dis-
5 closed in this Action.
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7 BY THE COURT:

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10 Dated: April 6, 2026

11 _____
12 John D. Early
13 United States Magistrate Judge
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