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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

ANTHONY RANDALL,  
  
Plaintiff,  
  
vs.  
  
UNITED NETWORK FOR ORGAN  
SHARING; CEDARS-SINAI  
MEDICAL CENTER,  
  
Defendants.

Case No. 2:23-cv-02576-MEMF (MAAx)

**~~PROPOSED~~ ORDER GRANTING  
STIPULATED PROTECTIVE  
ORDER**

Ctrm.: 8B – 8th Floor  
Judge: Maame Ewusi-Mensah Frimpong

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth below, that this Stipulated Protective Order does not entitle them to file confidential information

1 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and  
2 the standards that will be applied when a party seeks permission from the court to file  
3 material under seal.

4 The existence of this Protective Order does not make discoverable any material  
5 or information that is otherwise not subject to discovery based on rights of privacy or  
6 confidentiality.

7 2. GOOD CAUSE STATEMENT

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

1 the public record of this case.

2 3. DEFINITIONS

3 3.1 Action: *Anthony Randall v. United Network for Organ Sharing, et al.*,  
4 2:23-cv-02576-MEMF-MAA (C.D. Cal.).

5 3.2 Challenging Party: A Party or Non-Party that challenges the designation  
6 of information or items under this Order.

7 3.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
8 how it is generated, stored or maintained) or tangible things that qualify for protection  
9 under Federal Rule of Civil Procedure 26(c) and/or as provided by applicable state  
10 and federal law, and as specified above in the Good Cause Statement.

11 3.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
12 support staff).

13 3.5 Designating Party: A Party or Non-Party that designates information or  
14 items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL.”

16 3.6 Disclosure or Discovery Material: All items or information, regardless  
17 of the medium or manner in which it is generated, stored, or maintained (including,  
18 among other things, testimony, transcripts, and tangible things), that are produced or  
19 generated in disclosures or responses to discovery in this matter.

20 3.7 Expert: A person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
22 an expert witness or as a consultant in this Action.

23 3.8 House Counsel: Attorneys who are employees of a party to this Action.  
24 House Counsel does not include Outside Counsel of Record or any other outside  
25 counsel.

26 3.9 Non-Party: Any natural person, partnership, corporation, association, or  
27 other legal entity not named as a Party to this action.

28 3.10 Outside Counsel of Record: Attorneys who are not employees of a party

1 to this Action but are retained to represent or advise a party to this Action and have  
2 appeared in this Action on behalf of that party or are affiliated with a law firm which  
3 has appeared on behalf of that party, and includes support staff.

4 3.11 Party: Any party to this Action, including all of its officers, directors,  
5 employees, consultants, retained experts, insurers, and Outside Counsel of Record  
6 (and their support staffs).

7 3.12 Producing Party: A Party or Non-Party that produces Disclosure or  
8 Discovery Material in this Action.

9 3.13 Professional Vendors: Persons or entities that provide litigation support  
10 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
12 and their employees and subcontractors.

13 3.14 Protected Material: Any Disclosure or Discovery Material that is  
14 designated as “CONFIDENTIAL.”

15 3.15 Receiving Party: A Party that receives Disclosure or Discovery Material  
16 from a Producing Party.

#### 17 4.0 SCOPE

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

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

#### 25 5. DURATION

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

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

6 6. DESIGNATING PROTECTED MATERIAL

7 6.1 Exercise of Restraint and Care in Designating Material for Protection:

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

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

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

23 6.2 Manner and Timing of Designations: Except as otherwise provided in  
24 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material  
25 that qualifies for protection under this Order must be clearly so designated before the  
26 material is disclosed or produced.

27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic

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

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

19 (b) all testimony given in depositions shall be treated as CONFIDENTIAL  
20 and protected by this Order until fourteen days after delivery of the certified  
21 Reporter’s Transcript (in final form) to all parties. On or before fourteen (14) days  
22 after delivery of the certified Reporter’s Transcript (in final form) to the parties, the  
23 Designating Party shall identify the page(s) and line(s) of the deposition testimony  
24 that it designates as CONFIDENTIAL. If questions arise during any deposition that  
25 implicate CONFIDENTIAL Information, only those persons that are allowed to  
26 receive CONFIDENTIAL Information pursuant to this Order may be present.  
27 Plaintiff agrees to maintain and share with Defendants an ongoing list of the parties’  
28 respective designations to deposition testimony.

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

7 6.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent  
8 failure to designate qualified information or items does not, standing alone, waive the  
9 Designating Party’s right to secure protection under this Order for such material.  
10 Upon timely correction of a designation, the Receiving Party must make reasonable  
11 efforts to assure that the material is treated in accordance with the provisions of this  
12 Order.

13 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 7.1 Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court’s  
16 Scheduling Order.

17 7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37.1 et seq., and Section 4 of Judge Audero’s  
19 Procedures (“Mandatory Telephone Conference for Discovery Disputes”).<sup>1</sup>

20 7.3 The burden of persuasion in any such challenge proceeding shall be on  
21 the Designating Party. Frivolous challenges, and those made for an improper purpose  
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
23 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
24 or withdrawn the confidentiality designation, all parties shall continue to afford the  
25 material in question the level of protection to which it is entitled under the Producing  
26 Party’s designation until the Court rules on the challenge.

27 \_\_\_\_\_  
28 <sup>1</sup> Judge Audero’s Procedures are available at  
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 8. ACCESS TO AND USE OF PROTECTED MATERIAL

2 8.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a Receiving  
7 Party must comply with the provisions of the “Final Disposition” section, below.

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

11 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
12 otherwise ordered by the court or permitted in writing by the Designating Party, a  
13 Receiving Party may disclose any information or item designated  
14 “CONFIDENTIAL” only to:

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

18 (b) The officers, directors, and employees (including House Counsel) of the  
19 Receiving Party and insurers to whom disclosure is reasonably necessary for this  
20 Action;

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

24 (d) The court and its personnel;

25 (e) Court reporters and their staff;

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



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

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

12 (i) any mediator or settlement officer, and their supporting personnel,  
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
15 OTHER LITIGATION

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

19 (a) Promptly and in no event more than three business days notify in writing  
20 the Designating Party. Such notification shall include a copy of the subpoena or court  
21 order;

22 (b) Promptly notify in writing the party who caused the subpoena or order  
23 to issue in the other litigation that some or all of the material covered by the subpoena  
24 or order is subject to this Protective Order. Such notification shall include a copy of  
25 this Stipulated Protective Order; and

26 (c) Cooperate with respect to all reasonable procedures sought to be pursued  
27 by the Designating Party whose Protected Material may be affected.

28 If the Designating Party timely seeks a protective order, the Party served with

1 the subpoena or court order shall not produce any information designated in this action  
2 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
3 or order issued, unless the Party has obtained the Designating Party’s permission. The  
4 Designating Party shall bear the burden and expense of seeking protection in that court  
5 of its confidential material and nothing in these provisions should be construed as  
6 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
7 directive from another court.

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

10 10.1 Application.

11 The terms of this Stipulated Protective Order are applicable to information  
12 produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
13 information produced by Non-Parties in connection with this litigation is protected by  
14 the remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

16 10.2 Compliance with Federal and State Law Regarding the Confidentiality  
17 and Privacy of Patients’ Medical Information and Records

18 This Order shall not be interpreted as an admission by any party in regard to  
19 any disputed point on the parties’ patient-health-information discovery dispute. All  
20 parties reserve the right to make any arguments concerning under what circumstances  
21 a patient’s medical information and records are protected from disclosure under state  
22 and federal law.

23 10.3 Notification.

24 In the event that a Party is required, by a valid discovery request, to produce a  
25 Non-Party’s confidential information in its possession, and the Party is subject to an  
26 agreement with the Non-Party not to produce the Non-Party’s confidential  
27 information, then the Party shall:

- 28 (a) Promptly notify in writing the Requesting Party and the Non-Party

1 that some or all of the information requested is subject to a confidentiality agreement  
2 with a Non-Party;

3 (b) Promptly provide the Non-Party with a copy of the Stipulated  
4 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
5 specific description of the information requested; and

6 (c) Make the information requested available for inspection by the  
7 Non-Party, if requested.

8 (d) If the Non-Party fails to seek a protective order from this court  
9 within 14 days of receiving the notice and accompanying information, if the  
10 information sought is not otherwise protected from discovery (e.g., because of  
11 patients' rights to the confidentiality of their medical records and information), the  
12 Receiving Party may produce the Non-Party's confidential information responsive to  
13 the discovery request. If the Non-Party timely seeks a protective order, the Receiving  
14 Party shall not produce any information in its possession or control that is subject to  
15 the confidentiality agreement with the Non-Party before a determination by the court.  
16 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
17 of seeking protection in this court of its Protected Material.

18 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

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

13 13. MISCELLANEOUS

14 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the Court in the future.

16 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in this  
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.

21 13.3 Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
23 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
24 Protected Material at issue. If a Party's request to file Protected Material under seal is  
25 denied by the court, then the Receiving Party may file the information in the public  
26 record unless otherwise instructed by the court.

27 14. FINAL DISPOSITION

28 After the final disposition of this Action, within 60 days of a written request by

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

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

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 DATED: May 1, 2024

ELLIS GEORGE LLP

Matthew L. Venezia

George B. A. Laiolo

Andrew R. Iglesias

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9

By:           /s/ Matthew L. Venezia          

10

Matthew L. Venezia

11

Attorneys for Plaintiff ANTHONY RANDALL

12

**FILING ATTORNEY’S ATTESTATION OF SIGNATURES**

13

I, Matthew L. Venezia, attest that all other signatories listed, concur in this  
14 filing’s content and have authorized this filing.

15

16

**[additional signatures on next page]**

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1 DATED: May 1, 2024

*s/ Thomas G. Weber*

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Attorneys for Defendant United Network for  
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16 DATED: May 1, 2024

*s/ Jon P. Kardassakis*

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Attorneys for Defendant Cedars-Sinai  
Medical Center

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



DATED: May 6, 2024

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Hon. Maria A. Audero  
United States District Court Magistrate Judge



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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of [insert formal name of the case and the number and initials assigned to it by the court]. 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. I hereby appoint [print or type full name] of [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_