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8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

<p>12 IROQUOIS MASTER FUND, LTD., 13 Plaintiff and 14 Judgment Creditor, 15 vs. 16 GLOBAL ePOINT, Inc. 17 Defendants.</p>	}	<p>CASE NO. 2:08-cv-07761 UA (SSx) PROPOSED STIPULATED PROTECTIVE ORDER [DISCOVERY DOCUMENT: REFERRED TO MAGISTRATE JUDGE SUZANNE H. SEGAL] Magistrate Judge: Hon. Suzanne H. Segal</p>
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21 **PURPOSES AND LIMITATIONS**

22 Discovery in this action is likely to involve production of confidential,
 23 proprietary or private information for which special protection from public
 24 disclosure and from use for any purpose other than prosecuting this litigation may
 25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to

1 enter the following Stipulated Protective Order. The parties acknowledge that this
2 Order does not confer blanket protections on all disclosures or responses to
3 discovery and that the protection it affords from public disclosure and use extends
4 only to the limited information or items that are entitled to confidential treatment
5 under the applicable legal principles.
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8 **GOOD CAUSE STATEMENT**

9 This action is likely to involve confidential settlement agreements wherein
10 third parties' rights to privacy are at issue and other financial information for
11 which special protection from public disclosure and from use for any purpose other
12 than prosecution of this action is warranted.
13

14 Such confidential and proprietary materials and information may consist of,
15 among other things, confidential settlement agreements (including information
16 implicating privacy rights of third parties), financial statements, and information
17 otherwise generally unavailable to the public, or which may be privileged or
18 otherwise protected from disclosure under state or federal statutes, court rules, case
19 decisions, or common law. Accordingly, to expedite the flow of information, to
20 facilitate the prompt resolution of disputes over confidentiality of discovery
21 materials, to adequately protect information the parties are entitled to keep
22 confidential, to ensure that the parties are permitted reasonable necessary uses of
23 such material in prosecuting this litigation, to address their handling at the end of
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1 the litigation, and serve the ends of justice, a protective order for such information
2 is justified in this matter. It is the intent of the parties that information will not be
3 designated as confidential for tactical reasons and that nothing be so designated
4 without a good faith belief that it has been maintained in a confidential, non-public
5 manner, and there is good cause why it should not be part of the public record of
6 this case.
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9 **1. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
10 **SEAL**
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12 The parties further acknowledge, as set forth in Section 12.3, below, that this
13 Stipulated Protective Order does not entitle them to file confidential information
14 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
15 and the standards that will be applied when a party seeks permission from the court
16 to file material under seal.
17

18 There is a strong presumption that the public has a right of access to judicial
19 proceedings and records in civil cases. In connection with non-dispositive motions,
20 good cause must be shown to support a filing under seal. *See Kamakana v. City*
21 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
22 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
23 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
24 orders require good cause showing), and a specific showing of good cause or
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1 compelling reasons with proper evidentiary support and legal justification, must be
2 made with respect to Protected Material that a party seeks to file under seal. The
3 parties' mere designation of Disclosure or Discovery Material as
4 CONFIDENTIAL does not— without the submission of competent evidence by
5 declaration, establishing that the material sought to be filed under seal qualifies as
6 confidential, privileged, or otherwise protectable—constitute good cause.
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9 Further, if a party requests sealing related to a dispositive motion or trial,
10 then compelling reasons, not only good cause, for the sealing must be shown, and
11 the relief sought shall be narrowly tailored to serve the specific interest to be
12 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
13 2010). For each item or type of information, document, or thing sought to be filed
14 or introduced under seal in connection with a dispositive motion or trial, the party
15 seeking protection must articulate compelling reasons, supported by specific facts
16 and legal justification, for the requested sealing order. Again, competent evidence
17 supporting the application to file documents under seal must be provided by
18 declaration.
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22 Any document that is not confidential, privileged, or otherwise protectable
23 in its entirety will not be filed under seal if the confidential portions can be
24 redacted. If documents can be redacted, then a redacted version for public viewing,
25 omitting only the confidential, privileged, or otherwise protectable portions of the
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1 document, shall be filed. Any application that seeks to file documents under seal in
2 their entirety should include an explanation of why redaction is not feasible.
3

4 **2. DEFINITIONS**

5 2.1 Action: This pending federal lawsuit, *Iroquois Master Fund, Ltd v.*
6 *Global ePoint, Inc*, Case No. 2:08-cv-07761 UA (SSx).
7

8 2.2 Challenging Party: a Party or Non-Party that challenges the
9 designation of information or items under this Order.

10 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
11 how it is generated, stored or maintained) or tangible things that qualify for
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
13 the Good Cause Statement.
14

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).
17

18 2.5 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 "CONFIDENTIAL."
21

22 2.6 Disclosure or Discovery Material: all items or information, regardless
23 of the medium or manner in which it is generated, stored, or maintained (including,
24 among other things, testimony, transcripts, and tangible things), that are produced
25 or generated in disclosures or responses to discovery in this matter.
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1 2.7 Expert: a person with specialized knowledge or experience in a
2 Matter pertinent to the litigation who has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this Action.
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5 2.8 House Counsel: attorneys who are employees of a party to this
6 Action. House Counsel does not include Outside Counsel of Record or any other
7 outside counsel.
8

9 2.9 Non-Party: any natural person, partnership, corporation, association or
10 other legal entity not named as a Party to this action.
11

12 2.10 Outside Counsel of Record: attorneys who are not employees of a
13 party to this Action but are retained to represent or advise a party to this Action
14 and have appeared in this Action on behalf of that party or are affiliated with a law
15 firm that has appeared on behalf of that party, and includes support staff.
16

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).
20

21 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.
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24 2.13 Professional Vendors: persons or entities that provide litigation
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
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1 and their employees and subcontractors.

2 2.14 Protected Material: any Disclosure or Discovery Material that is
3
4 designated as “CONFIDENTIAL.”

5 2.15 Receiving Party: a Party that receives Disclosure or Discovery
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7 Material from a Producing Party.

8 **3. SCOPE**

9 The protections conferred by this Stipulation and Order cover not only
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11 Protected Material (as defined above), but also (1) any information copied or
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13 extracted from Protected Material; (2) all copies, excerpts, summaries, or
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15 compilations of Protected Material; and (3) any testimony, conversations, or
16
17 presentations by Parties or their Counsel that might reveal Protected Material.
18
19 CONFIDENTIAL Information may not be used or referenced outside of this
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21 Action. Either party may petition the Court at the appropriate time to modify this
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23 Order so that CONFIDENTIAL Information may be used outside of this ACTION
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25 based on a showing of good cause.

21 **4. DURATION**

22 This Stipulation and Order is entered into “post-judgment” as
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24 Plaintiff/Judgment Creditor IROQUOIS MASTER FUND, LTD obtained a
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26 judgment against Defendant/Judgment Debtor GLOBAL ePOINT, INC. This
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28 protective order shall be effective upon entry of this order and apply to Discovery

1 Material produced on and after such date and continue until such time that the
2 Court orders otherwise.
3

4 **5. DESIGNATING PROTECTED MATERIAL**

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under
7 this Order must take care to limit any such designation to specific material that
8 qualifies under the appropriate standards. The Designating Party must designate for
9 protection only those parts of material, documents, items or oral or written
10 communications that qualify so that other portions of the material, documents,
11 items or communications for which protection is not warranted are not swept
12 unjustifiably within the ambit of this Order.
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16 Mass, indiscriminate or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (e.g., to unnecessarily encumber the case development process or to
19 impose unnecessary expenses and burdens on other parties) may expose the
20 Designating Party to sanctions.
21

22 If it comes to a Designating Party's attention that information or items that it
23 designated for protection do not qualify for protection, that Designating Party must
24 promptly notify all other Parties that it is withdrawing the inapplicable designation.
25

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

6 Designation in conformity with this Order requires:

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8 a. For information in documentary form (e.g., paper or
9 electronic documents, but excluding transcripts of depositions or other pretrial or
10 trial proceedings), that the Producing Party affix at a minimum, the legend
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
12 contains protected material. If only a portion of the material on a page qualifies for
13 protection, the Producing Party also must clearly identify the protected portion(s)
14 (e.g., by making appropriate markings in the margins).
15
16

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

6 b. For testimony given in depositions that the Designating Party
7 identifies the Disclosure or Discovery Material on the record, before the close of
8 the deposition all protected testimony.
9

10 c. For information produced in some form other than documentary and
11 for any other tangible items, that the Producing Party affix in a prominent place on
12 the exterior of the container or containers in which the information is stored the
13 legend "CONFIDENTIAL." If only a portion or portions of the information
14 warrants protection, the Producing Party, to the extent practicable, shall identify
15 the protected portion(s).
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18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive
20 the Designating Party's right to secure protection under this Order for such
21 material. Upon timely correction of a designation, the Receiving Party must make
22 reasonable efforts to assure that the material is treated in accordance with the
23 provisions of this Order. Nothing in this protective order shall be construed as
24 allowing a party to designate as Protected Material documents or information
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1 produced prior to entry of this protective order absent an additional order of the
2 Court.

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4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court's
7 Scheduling Order.

8
9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37-1 et seq.

11
12 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
13 joint stipulation pursuant to Local Rule 37-2.

14
15 6.4 The burden of persuasion in any such challenge proceeding shall be on
16 the Designating Party. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties) may expose the Challenging Party to sanctions. Unless the Designating
19 Party has waived or withdrawn the confidentiality designation, all parties shall
20 continue to afford the material in question the level of protection to which it is
21 entitled under the Producing Party's designation until the Court rules on the
22 challenge.
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25 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
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1 disclosed or produced by another Party or by a Non-Party in connection with this
2 Action only for prosecuting, defending or attempting to settle this Action. Such
3 Protected Material may be disclosed only to the categories of persons and under
4 the conditions described in this Order. When the Action has been terminated, a
5 Receiving Party must comply with the provisions of section 13 below (FINAL
6 DISPOSITION).
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8
9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.
12

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 "CONFIDENTIAL" only to:
17

18 a. the Receiving Party's Outside Counsel of Record in this Action, as
19 well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this Action;
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22 b. the officers, directors, and employees (including House Counsel) of
23 the Receiving Party to whom disclosure is reasonably necessary for this Action;
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25 c. Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this Action and who have signed the
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1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 d. the court and its personnel;

3 e. court reporters and their staff;

4 f. professional jury or trial consultants, mock jurors, and Professional

5 Vendors to whom disclosure is reasonably necessary for this Action and who have
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 g. the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

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

18 i. any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

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PRODUCED IN OTHER LITIGATION

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

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

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

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

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

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
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3 **PRODUCED IN THIS LITIGATION**

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

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

15 1. 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

19 2. promptly provide the Non-Party with a copy of the
20 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
21 reasonably specific description of the information requested; and
22

23 3. make the information requested available for inspection by
24 the Non-Party, if requested.
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26 c. If the Non-Party fails to seek a protective order from this court within
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1 14 days of receiving the notice and accompanying information, the Receiving
2 Party may produce the Non-Party's confidential information responsive to the
3 discovery request. If the Non-Party timely seeks a protective order, the Receiving
4 Party shall not produce any information in its possession or control that is subject
5 to the confidentiality agreement with the Non-Party before a determination by the
6 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
7 expense of seeking protection in this court of its Protected Material.
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10 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

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

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of
15 Any person to seek its modification by the Court in the future.
16

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order, no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in
20 this Stipulated Protective Order. Similarly, no Party waives any right to object on
21 any ground to use in evidence of any of the material covered by this Protective
22 Order.
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25 12.3 Filing Protected Material. A Party that seeks to file under seal any
26 Protected Material must comply with Local Civil Rule 79-5. Protected Material
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1 may only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue. If a Party's request to file Protected Material
3 under seal is denied by the court, then the Receiving Party may file the information
4 in the public record unless otherwise instructed by the court.
5

6 ///
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8 **13. FINAL DISPOSITION**

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

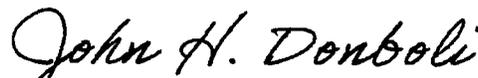
6 **14. VIOLATION**

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8 Any violation of this Order may be punished by appropriate measures
9 including, without limitation, contempt proceedings and/or monetary sanctions.

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

12 DONBOLI LAW GROUP, APC

14 DATED: 12.23.17



15 John H. Donboli
16 Attorney for Judgment Debtor: Global ePoint, Inc.

17 MINTZ LEVIN

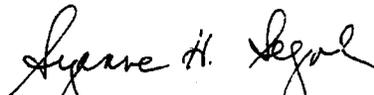
18 DATED: 12/27/17


19 Joseph Dunn

20 Attorney for Judgment Creditor: Iroquois Master
21 Fund, Ltd.

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

23 DATED: 1/10/18



26 HON. SUZANNE H. SEGAL
27 United States Magistrate Judge

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IROQUOIS MASTER FUND, LTD.,

Plaintiff and
Judgment Creditor,

vs.

GLOBAL ePOINT, Inc.

Defendants.

CASE NO. 2:08-cv-07761 UA (SSx)

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

Magistrate Judge: Hon. Suzanne H.
Segal

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

1 was issued by the United States District Court for the Central District of California
2 on [date] in the case of *Iroquois Master Fund, Ltd v. Global ePoint, Inc*, Case No.
3 2:08-cv-07761 UA (SSx). I agree to comply with and to be bound by all the terms
4 of this Stipulated Protective Order and I understand and acknowledge that failure
5 to so comply could expose me to sanctions and punishment in the nature of
6 contempt. I solemnly promise that I will not disclose in any manner any
7 information or item that is subject to this Stipulated Protective Order to any person
8 or entity except in strict compliance with the provisions of this Order. I further
9 agree to submit to the jurisdiction of the United States District Court for the
10 Central District of California for enforcing the terms of this Stipulated Protective
11 Order, even if such enforcement proceedings occur after termination of this action.
12

13 I hereby appoint _____ [print or type full name] of
14 _____ [print or type full address and
15 telephone number] as my California agent for service of process in connection with
16 this action or any proceedings related to enforcement of this Stipulated Protective
17 Order.
18

19 Date: _____

20 City and State where sworn and signed: _____

21 Printed name: _____

22 Signature: _____