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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION - SPRING STREET

STEVEN LAFASHIA; MICHAEL LEAVY,

Plaintiffs,

v.

CHAD KROEGER, MIKE KROEGER, RYAN PEAKE and DANIEL ADAIR, professionally known as "Nickleback"; JOEY MOI, an individual; ROBERT J. LANGE, an individual; WARNER MUSIC GROUP, a Delaware corporation; ATLANTIC RECORDING GROUP, a Delaware corporation; ROADRUNNER RECORDS, INC., a New York corporation; and WARNER/CHAPPELL MUSIC, INC., a Delaware corporation,

Defendants.

CASE NO. CV11-10799-DDP (PLAx)

~~PROPOSED~~ AMENDED STIPULATED PROTECTIVE ORDER

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1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve the production of financial information regarding the income and earnings derived from the exploitation of the Parties' songs and albums, and may also involve the production of private recording agreements and contracts, for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would 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 extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The Parties further acknowledge, as set forth in section 11, below, that this Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a Party seeks permission from the Court to file material under seal. The Parties further acknowledge that this Stipulated Protective Order does not affect either Party's right to use or disclose its own confidential, proprietary, or private information, or documents or information that (i) are or at any time were generally available to the public, (ii) were obtained from sources other than through disclosure or discovery in this litigation, or (iii) were obtained prior to execution by the Parties of this Stipulated Protective Order.

2. GOOD CAUSE STATEMENT

Good cause exists for entry of this Stipulated Protective Order because discovery in this action is likely to involve the production of financial information regarding the income and earnings derived from the exploitation of the Parties' songs

1 and albums, and may also involve the production of private recording agreements and
2 contracts. Specifically, Defendants are the individual musicians, producer, record
3 company, and music publishing company of the band Nickelback. Because of
4 Nickelback's high-profile status, the band's income and earnings information and the
5 terms of their contracts constitute Defendants' trade secrets and are a private matter of
6 sensitivity for Defendants. Furthermore, entry of a Protective Order will encourage
7 the Parties to disclose confidential information, which may facilitate an early
8 mediation and possible non-judicial resolution of the case.

9
10 3. DEFINITIONS

11 3.1 Party: any party to this action, including all of its officers,
12 directors, employees, consultants, retained experts, and outside counsel (and their
13 support staff).

14 3.2 Disclosure or Discovery Material: all items or information,
15 regardless of the medium or manner generated, stored, or maintained (including,
16 among other things, testimony, transcripts, or tangible things) that are produced or
17 generated in disclosures or responses to discovery in this matter.

18 3.3 "Confidential" Information or Items: financial information
19 regarding the income and earnings derived from the exploitation of the Parties' songs
20 and albums, private recording agreements and contracts, and any trade secrets or other
21 confidential technical or strategic information that has not been made public
22 (regardless of how generated, stored or maintained) that qualifies for protection
23 under standards developed under Fed. R. Civ. P. 26(c).

24 3.4 "Highly Confidential – Attorneys' Eyes Only" Information or
25 Items: extremely sensitive "Confidential Information or Items" whose disclosure
26 to another Party or non-party would create a substantial risk of serious injury that
27 could not be avoided by less restrictive means.

1 3.5 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 3.6 Producing Party: a Party or non-party that produces Disclosure
4 or Discovery Material in this action.

5 3.7 Designating Party: a Party or non-party that designates
6 information or items that it produces in disclosures or in responses to discovery as
7 “Confidential” or “Highly Confidential — Attorneys’ Eyes Only.”

8 3.8 Protected Material: any Disclosure or Discovery Material that
9 is designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes
10 Only.” Protected Material does not include any Disclosure or Discovery Material
11 that (i) is or at any time was generally available to the public, (ii) was obtained
12 from sources other than through disclosure or discovery in this litigation, or (iii)
13 was obtained prior to execution of this Stipulated Protective Order.

14 3.9 Outside Counsel: attorneys who are not employees of a Party
15 but who are retained to represent or advise a Party in this action.

16 3.10 House Counsel: attorneys who are employees of a Party.

17 3.11 Counsel (without qualifier): Outside Counsel and House
18 Counsel (as well as their support staffs).

19 3.12 Expert: a person with specialized knowledge or experience in a
20 matter pertinent to the litigation who has been retained by a Party or its Counsel to
21 serve as an expert witness or as a consultant in this action, and who is not a past or
22 a current employee of a Party or of a competitor of a Party’s and who, at the time
23 of retention, is not anticipated to become an employee of a Party or a competitor of
24 a Party’s. This definition includes a professional jury or trial consultant retained in
25 connection with this litigation.

26 3.13 Professional Vendors: persons or entities that provide litigation
27 support services (*e.g.*, photocopying; videotaping; translating; preparing exhibits or

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1 demonstrations; organizing, storing, retrieving data in any form or medium; etc.)
2 and their employees and subcontractors.

3
4 4. SCOPE

5 The protections conferred by this Order cover not only Protected Material
6 (as defined above), but also any information copied or extracted therefrom, as well
7 as all copies, excerpts, summaries, or compilations thereof, plus testimony,
8 conversations, or presentations by Parties or Counsel to or in court or in other
9 settings that might reveal Protected Material.

10
11 5. DURATION

12 Even after the termination of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs.

15
16 6. DESIGNATING PROTECTED MATERIAL

17 6.1 Exercise of Restraint and Care in Designating Material for
18 Protection. Each Party or non-party that designates information or items for
19 protection under this Order must take care to limit any such designation to specific
20 material that qualifies under the appropriate standards. A Designating Party must
21 take care to designate for protection only those parts of material, documents, items,
22 or oral or written communications that qualify – so that other portions of the
23 material, documents, items, or communications for which protection is not
24 warranted are not swept unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited.
26 Designations that are shown to be clearly unjustified, or that have been made for an
27 improper purpose (*e.g.*, to unnecessarily encumber or retard the case development

1 process, or to impose unnecessary expenses and burdens on other parties), expose
2 the Designating Party to sanctions.

3 If it comes to a Party’s or a non-party’s attention that information or
4 items that it designated for protection do not qualify for protection at all, or do not
5 qualify for the level of protection initially asserted, that Party or non-party must
6 promptly notify all other Parties that it is withdrawing the mistaken designation.

7 6.2 Manner and Timing of Designations. Except as otherwise
8 provided in this Order (*see, e.g.*, second paragraph of section 6.2(a), below), or as
9 otherwise stipulated or ordered, material that qualifies for protection under this
10 Order must be clearly so designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 a. For information in documentary form (apart from
13 transcripts of depositions or other pretrial or trial proceedings), that the Producing
14 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
15 ATTORNEYS’ EYES ONLY” on each page that contains protected material. If
16 only a portion or portions of the material on a page qualifies for protection, the
17 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making
18 appropriate markings in the margins) and must specify, for each portion, the level
19 of protection being asserted (either “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

21 A Party or non-party that makes original documents or
22 materials available for inspection need not designate them for protection until after
23 the inspecting Party has indicated which material it would like copied and
24 produced. During the inspection and before the designation, all of the material
25 made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
26 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
27 documents it wants copied and produced, the Producing Party must determine
28 which documents, or portions thereof, qualify for protection under this Order, then

1 before producing the specified documents, the Producing Party must affix the
2 appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY”) at the top of each page that contains Protected
4 Material. If only a portion or portions of the material on a page qualifies for
5 protection, the Producing Party also must clearly identify the protected portion(s)
6 (e.g., by making appropriate markings in the margins) and must specify, for each
7 portion, the level of protection being asserted (either “CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

9 b. For testimony given in deposition or in other pretrial or
10 trial proceedings, that the Party or non-party offering or sponsoring the testimony
11 identify on the record, before the close of the deposition, hearing, or other
12 proceeding, all protected testimony, and further specify any portions of the
13 testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY.” When it is impractical to identify separately each portion of testimony
15 that is entitled to protection, and when it appears that substantial portions of the
16 testimony may qualify for protection, the Party or non-party that sponsors, offers,
17 or gives the testimony may invoke on the record (before the deposition or
18 proceeding is concluded) a right to have up to 20 days (beginning to run when the
19 testifying Party receives a transcript from the reporter) to identify the specific
20 portions of the testimony as to which protection is sought and to specify the level
21 of protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
22 – ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that are
23 appropriately designated for protection within the 20 days shall be covered by the
24 provisions of this Stipulated Protective Order.

25 Transcript pages containing Protected Material must be
26 separately bound by the court reporter, who must affix to the top of each such page
27 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’

1 EYES ONLY,” as instructed by the Party or non-party offering or sponsoring the
2 witness or presenting the testimony.

3 c. For information produced in some form other than
4 documentary, and for any other tangible items, that the Producing Party affix in a
5 prominent place on the exterior of the container or containers in which the
6 information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the
8 information or item warrant protection, the Producing Party, to the extent
9 practicable, shall identify the protected portions, specifying whether they qualify as
10 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

11 6.3 Inadvertent Failures to Designate. If timely corrected, an
12 inadvertent failure to designate qualified information or items as “Confidential” or
13 “Highly Confidential – Attorneys’ Eyes Only” does not, standing alone, waive the
14 Designating Party’s right to secure protection under this Order for such material.
15 If material is appropriately designated as “Confidential” or “Highly Confidential –
16 Attorneys’ Eyes Only” after the material was initially produced, the Receiving
17 Party, on timely notification of the designation, must make reasonable efforts to
18 assure that the material is treated in accordance with the provisions of this Order.

19
20 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 7.1 Timing of Challenges. Unless a prompt challenge to a
22 Designating Party’s confidentiality designation is necessary to avoid foreseeable
23 substantial unfairness, unnecessary economic burdens, or a later significant
24 disruption or delay of the litigation, a Party does not waive its right to challenge a
25 confidentiality designation by electing not to mount a challenge promptly after the
26 original designation is disclosed.

27 7.2 Meet and Confer. If a Receiving Party, at any time, wishes to
28 have the “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”

1 designation of any particular documents, deposition testimony or information
2 removed or changed, that party shall first request in writing that the Designating
3 Party remove its designation and state the reason therefor.

4 7.3 Judicial Intervention. Within five (5) business days of the
5 service of such request, counsel for the Designating Party seeking “Confidential”
6 or “Highly Confidential – Attorneys’ Eyes Only” treatment shall serve its response
7 in writing to any such notification by either: (i) withdrawing such “Confidential”
8 or “Highly Confidential – Attorneys’ Eyes Only” designation, or (ii) sending a
9 Local Rule 37-1 meet and confer letter, explaining why the Designating Party
10 believes the particular documents, deposition testimony or information are entitled
11 to that designation. If after the Local Rule 37-1 meet and confer conference the
12 parties do not otherwise resolve the dispute, counsel for the Designating Party
13 seeking “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” treatment
14 must comply with Local Rule 37-2 (Joint Stipulation) to seek permission of the
15 Court to designate the particular documents, deposition testimony or information
16 as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.” If the Parties
17 wish to file the Local Rule 37-2 Joint Stipulation under seal, the Parties may file a
18 stipulation or the Designating Party may file an *ex parte* application requesting that
19 the Joint Stipulation be filed under seal. The stipulation or *ex parte* application
20 must set forth good cause as to why the Joint Stipulation or portions thereof should
21 be filed under seal.

22 7.4 Burden of Proof. The Designating Party shall have the burden
23 of proving that the documents, deposition testimony or information at issue are
24 properly designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes
25 Only.” If a Local Rule 37-2 Joint Stipulation is timely filed, the Parties shall treat
26 the document, deposition testimony or information as originally designated until
27 the motion is decided by the Court.

1 8. ACCESS TO USE OF PROTECTED MATERIAL

2 8.1 Basic Principles. A Receiving Party may use Protected
3 Material that is disclosed or produced by another Party or by a non-party in
4 connection with this case only for prosecuting, defending, or attempting to settle
5 this litigation. Such Protected Material may be disclosed only to the categories of
6 persons and under the conditions described in this Order. When the litigation has
7 been terminated, a Receiving Party must comply with the provisions of section 13,
8 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving
10 Party at a location and in a secure manner that ensures that access is limited to the
11 persons authorized under this Order. Pages of transcribed deposition testimony or
12 exhibits to depositions that reveal Protected Material must be separately bound by
13 the court reporter and may not be disclosed to anyone except as permitted under
14 this Stipulated Protective Order.

15 8.2 Disclosure of “CONFIDENTIAL” Information or Items.

16 Unless otherwise ordered by the Court or permitted in writing by the Designating
17 Party, a Receiving Party may disclose any information or item designated
18 CONFIDENTIAL, as applicable, only to:

19 a. The Receiving Party and the Receiving Party’s Counsel
20 of record in this action, as well as employees of said Counsel to whom it is
21 reasonably necessary to disclose the information for this litigation;

22 b. The officers, directors, and employees (including House
23 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
24 this litigation;

25 c. Experts (as defined in this Order) of the Receiving Party
26 (1) to whom disclosure is reasonably necessary for this litigation, and (2) who have
27 signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

28 d. The Court and its personnel;

1 e. Court reporters, their staffs, and Professional Vendors to
2 whom disclosure is reasonably necessary for this litigation and who have signed
3 the “Agreement to Be Bound by Protective Order” (Exhibit A);

4 f. During their depositions, witnesses in the action to whom
5 disclosure is reasonably necessary and who, from the face of the document, appear
6 to have previously authored or received it, and who have signed the “Agreement to
7 Be Bound by Protective Order” (Exhibit A).

8 g. The author of the document or the original source of the
9 information.

10 8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’
11 EYES ONLY” Information or Items. Unless otherwise ordered by the Court or
12 permitted in writing by the Designating Party, a Receiving Party may disclose any
13 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY” only to:

15 a. The Receiving Party’s Outside Counsel of record in this
16 action, as well as employees of said Counsel to whom it is reasonably necessary to
17 disclose the information for this litigation;

18 b. House Counsel of a Receiving Party acting in a legal
19 capacity and to whom disclosure is reasonably necessary for this litigation;

20 c. Experts (as defined in this Order) of the Receiving Party
21 (1) to whom disclosure is reasonably necessary for this litigation, and (2) who have
22 signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

23 d. The Court and its personnel;

24 e. Court reporters, their staffs, and Professional Vendors to
25 whom disclosure is reasonably necessary for this litigation and who have signed
26 the “Agreement to Be Bound by Protective Order” (Exhibit A); and

27 f. The author of the document or the original source of the
28 information.

1 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION

3 If a Receiving Party is served with a subpoena or an order issued in
4 other litigation that would compel disclosure of any information or items
5 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY,” the Receiving Party must so notify the Designating
7 Party, in writing (by fax or e-mail, if possible) immediately and in no event more
8 than three court days after receiving the subpoena or order. Such notification must
9 include a copy of the subpoena or court order.

10 The Receiving Party also must immediately inform in writing the
11 Party who caused the subpoena or order to issue in the other litigation that some or
12 all the material covered by the subpoena or order is the subject of this Protective
13 Order. In addition, the Receiving Party must deliver a copy of this Stipulated
14 Protective Order promptly to the Party in the other action that caused the subpoena
15 or order to issue.

16 The purpose of imposing these duties is to alert the interested parties
17 to the existence of this Protective Order and to afford the Designating Party in this
18 case an opportunity to try to protect its confidentiality interests in the court from
19 which the subpoena or order issued. The Designating Party shall bear the burdens
20 and the expenses of seeking protection in that court of its confidential material –
21 and nothing in these provisions should be construed as authorizing or encouraging
22 a Receiving Party in this action to disobey a lawful directive from another court.

23
24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has
26 disclosed Protected Material to any person or in any circumstance not authorized
27 under this Stipulated Protective Order, the Receiving Party must immediately
28 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use

1 its best efforts to retrieve all copies of the Protected Material, (c) inform the person
2 or persons to whom unauthorized disclosures were made of all the terms of this
3 Order, and (d) request such person or persons to execute the “Acknowledgment
4 and Agreement to Be Bound” that is attached hereto as Exhibit A.

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6 11. FILING PROTECTED MATERIAL

7 If Protected Material is included in any papers to be filed in Court,
8 such papers shall be accompanied by an application to file the papers – or the
9 confidential portion thereof – under seal; the application must show good cause for
10 the under seal filing. The application shall be directed to the judge to whom the
11 papers are directed. Pending the ruling on the application, the papers or portions
12 thereof subject to the sealing application shall be lodged under seal.

13 Without written permission from the Designating Party or a court
14 order secured after appropriate notice to all interested persons, a Party may not file
15 in the public record in this action any Protected Material. A Party that seeks to file
16 under seal any Protected Material must provide the Designating Party with any
17 notice required to secure a court order and must comply with Civil Local
18 Rule 79-5.

19
20 12. TRIAL

21 The protections of this Protective Order shall extend only up until the
22 first day of any trial that may be held in this action. If there is a trial, then all
23 information that was previously designated as Protected Material shall become
24 public and will presumptively be available to all members of the public, including
25 the press. If the Parties wish to maintain the confidentiality of Protected Material,
26 they must demonstrate good cause to the district judge in advance of the trial.

1 If there is no trial in this action and the case reaches a final disposition
2 in another manner, then the Protected Material shall not lose its “Confidential” or
3 “Highly Confidential – Attorneys’ Eyes Only” designation.

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5 13. FINAL DISPOSITION

6 Unless otherwise ordered or agreed in writing by the Producing Party,
7 within sixty days after the final termination of this action, each Receiving Party
8 must return all Protected Material to the Producing Party. As used in this
9 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
10 summaries or any other form of reproducing or capturing any of the Protected
11 Material. With permission in writing from the Designating Party, the Receiving
12 Party may destroy some or all of the Protected Material instead of returning it.
13 Whether the Protected Material is returned or destroyed, the Receiving Party must
14 submit a written certification to the Producing Party (and, if not the same person or
15 entity, to the Designating Party) by the sixty day deadline that identifies (by
16 category, where appropriate) all the Protected Material that was returned or
17 destroyed and that affirms that the Receiving Party has not retained any copies,
18 abstracts, compilations, summaries or other forms of reproducing or capturing any
19 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
20 retain an archival copy of all pleadings, motion papers, transcripts, legal
21 memoranda, correspondence or attorney work product, even if such materials
22 contain Protected Material. Any such archival copies that contain or constitute
23 Protected Material remain subject to this Protective Order as set forth in section 5
24 (DURATION), above.

25
26 14. RETURN OF INADVERTENTLY PRODUCED MATERIALS

27 The disclosure or production of documents protected by the attorney-
28 client privilege or work-product protection, whether inadvertent or not, will not

1 constitute a waiver of the privilege or protection by the disclosing Party in either
2 the litigation pending before the Court, or any other Federal or State proceeding.

3 In the event that the Receiving Party discovers that it has received
4 either attorney-client privilege or work-product protected documents, it will bring
5 that fact to the attention of the Producing Party immediately upon discovery.

6 In the event that the Producing Party discovers that it has produced
7 either attorney-client privilege or work-product protected documents, it will bring
8 that fact to the attention of the Receiving Party immediately upon discovery.

9 Upon request by the Producing Party, the Receiving Party will
10 promptly return to the Producing Party any attorney client privilege or work-
11 product-protected document and any copies that the Receiving Party may have
12 made.

13 Upon request by the Producing Party, the Receiving Party will
14 promptly disclose the names of any individuals who have read or have had access
15 to the attorney-client privilege or work-product-protected document. Further, the
16 Receiving Party must take reasonable steps to retrieve the information if the
17 Receiving Party disclosed it before being notified.

18 No such produced attorney-client privilege or work-product-protected
19 document may be used in evidence against the Producing Party.

20
21 15. MISCELLANEOUS

22 15.1 Right to Further Relief. Nothing in this Order abridges the
23 right of any person to seek its modification by the Court in the future.

24
25 15.2 Right to Assert Other Objections. By stipulating to the entry of
26 this Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in
28 this Stipulated Protective Order. Similarly, no Party waives any right to object on

1 any ground to use in evidence of any of the material covered by this Protective
2 Order.

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4 IT IS SO ORDERED.

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6 DATED: September 24, 2012

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10 The Honorable Paul L. Abrams
11 United States 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 *LaFashia et al. v. Kroeger et al., Case No. CV11-10799-DDP*. 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: _____
[printed name]

Signature: _____
[signature]