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9 HOWARD JOHNSON INTERNATIONAL, INC.

10 **UNITED STATES DISTRICT COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

12 LOREN STONE, individually and on  
behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 HOWARD JOHNSON  
16 INTERNATIONAL, INC., a Delaware  
Corporation; and DOES 1 – 10,

17 Defendants.  
18

Case No. 12-CV-1684-PSG (MANx)

**PROTECTIVE ORDER ENTERED  
PURSUANT TO THE PARTIES’  
STIPULATION**

19  
20 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on  
21 the parties’ Stipulation and [Proposed] Protective Order Governing the Pre-Trial  
22 Handling of Confidential Information (“Stipulation”) filed on December 10, 2012, the  
23 terms of the protective order to which the parties have agreed are adopted as a  
24 protective order of this Court (which generally shall govern the pretrial phase of this  
25 action) except to the extent, as set forth below, that those terms have been  
26 substantively modified by the Court’s amendment of paragraphs 1, 2.6(f), 2.7, 4.3(b),  
27 5, and 9 of the Stipulation.

28 The parties are expressly cautioned that the designation of any information,

1 document, or thing as “Confidential,” “Highly Confidential – Attorney’s Eyes Only,”  
2 or other designation(s) used by the parties, does not, in and of itself, create any  
3 entitlement to file such information, document, or thing, in whole or in part, under  
4 seal. Accordingly, reference to this Protective Order or to the parties’ designation of  
5 any information, document, or thing as “Confidential,” “Highly Confidential –  
6 Attorney’s Eyes Only,” or other designation(s) used by the parties, is wholly  
7 insufficient to warrant a filing under seal.

8         There is a strong presumption that the public has a right of access to judicial  
9 proceedings and records in civil cases. In connection with non-dispositive motions,  
10 good cause must be shown to support a filing under seal. The parties’ mere  
11 designation of any information, document, or thing as “Confidential,” “Highly  
12 Confidential – Attorney’s Eyes Only,” or other designation(s) used by parties, does  
13 not -- **without the submission of competent evidence, in the form of a declaration  
14 or declarations, establishing that the material sought to be filed under seal  
15 qualifies as confidential, privileged, or otherwise protectable** -- constitute good  
16 cause.

17         Further, if sealing is requested in connection with a dispositive motion or trial,  
18 then compelling reasons, as opposed to good cause, for the sealing must be shown,  
19 and the relief sought shall be narrowly tailored to serve the specific interest to be  
20 protected. *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir.  
21 2010). For each item or type of information, document, or thing sought to be filed or  
22 introduced under seal in connection with a dispositive motion or trial, the party  
23 seeking protection must articulate compelling reasons, supported by specific facts and  
24 legal justification, for the requested sealing order. **Again, competent evidence  
25 supporting the application to file documents under seal must be provided by  
26 declaration.**

27         Any document that is not confidential, privileged, or otherwise protectable in  
28 its entirety will not be filed under seal if the confidential portions can be redacted. If

1 documents can be redacted, then a redacted version for public viewing, omitting only  
2 the confidential, privileged, or otherwise protectable portions of the document, shall  
3 be filed. Any application that seeks to file documents under seal in their entirety  
4 should include an explanation of why redaction is not feasible.

5 Notwithstanding any other provision of this Protective Order, in the event that this  
6 case proceeds to trial, all information, documents, and things discussed or introduced  
7 into evidence at trial will become public and available to all members of the public,  
8 including the press, unless sufficient cause is shown in advance of trial to proceed  
9 otherwise.

## 10 **TERMS OF PROTECTIVE ORDER**

### 11 1. **GENERAL LIMITATION**

12 This Protective Order and the Parties' stipulation **upon which it is based** does  
13 not change, amend, or circumvent any court rule or local rule governing this action.

### 14 2. **DEFINITIONS**

15 2.1 **Party**: Any party to this action, including all of its officers, directors,  
16 employees, consultants, and agents.

17 2.2 **Disclosure or Discovery Material**: All items or information, regardless  
18 of the medium or manner generated, stored, or maintained (including, among other  
19 things, testimony, transcripts, or tangible things) that are produced or generated in  
20 disclosures or responses to discovery in this matter.

21 2.3 **"Confidential" Information or Items**: In connection with discovery  
22 proceedings in this action, the Parties may designate any document, thing, material,  
23 testimony, video or audio recording, or other information derived therefrom, as  
24 "CONFIDENTIAL" (hereinafter – "Confidential") under the terms of this Protective  
25 Order only if, in the good faith belief of such Party and its counsel, the unrestricted  
26 disclosure of information could be prejudicial to the business, operations, or privacy  
27 interests of such Party or of non-parties. "Confidential" information as used herein  
28 means any information that a party in good faith believes constitutes or reveals

1 proprietary or commercially sensitive information, trade secrets, information subject  
2 to a legally protected right of privacy, personal identifying information, personal  
3 financial information, or other information subject to protection under the law. By  
4 designating a document, thing, material, testimony, video or audio recording, or other  
5 information derived therefrom as “Confidential” under the terms of this Protective  
6 Order, the Party making the designation is certifying to the Court that there is a good  
7 faith basis both in law and in fact for the designation within the meaning of Federal  
8 Rule of Civil Procedure 26(g).

9       2.4    “Highly Confidential–Attorney’s Eyes Only” Information or Items: In  
10 connection with discovery proceedings in this action, the Parties may designate any  
11 document, thing, material, testimony, video or audio recording, or other information  
12 derived therefrom, as “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”  
13 (hereinafter – “Attorney’s Eyes Only”) under the terms of this Protective Order only  
14 if, in the good faith belief of such Party and its counsel, the information is among that  
15 considered to be most sensitive by the Party and **its** disclosure to another Party or  
16 non-party would create a substantial risk of serious injury that could not be avoided  
17 by less restrictive means. This information includes but is not limited to trade secret  
18 or other highly confidential financial, commercial, personal, or private information.

19       Attorney’s Eyes Only material, and the information contained therein, shall be  
20 disclosed only to the Court, to counsel for the Parties (including their support staff),  
21 and to the “qualified persons” defined in Section 2.6 below, subparts (b)–(f), but shall  
22 not be disclosed to a Party (as defined herein at Section 2.1), unless otherwise agreed  
23 to or ordered. If disclosure of “Attorney’s Eyes Only” material is made pursuant to  
24 this paragraph, all other provisions in this Protective Order with respect to  
25 confidentiality shall also apply.

26       2.5    Protected Material: Any Disclosure or Discovery Material that is  
27 designated as “Confidential” or as “Highly Confidential–Attorney’s Eyes Only.”

28       2.6    Qualified Persons: Protected Material produced pursuant to this

1 Protective Order may be disclosed or made available only to the Court, to counsel for  
2 a Party (including attorney support staff), and to the following “qualified persons”  
3 designated below:

4 (a) a Party or officer, director, agent, or employee of a Party deemed  
5 necessary by counsel to aid in the prosecution, defense, or settlement of this action;

6 (b) Experts or consultants (together with their clerical staff), as defined  
7 in section 2.10 below, retained by such counsel to assist in the prosecution, defense,  
8 or settlement of this action;

9 (c) Professional vendor(s), as defined in section 2.11 below, employed in  
10 this action;

11 (d) a witness at any deposition or other proceeding in this action;

12 (e) the author of the document or the original source of the information;

13 and

14 (f) any other person as to whom the Parties in writing agree.

15 Prior to receiving any Protected Material, each “qualified person,” with the  
16 exception of Outside Counsel for a Party **and the Court**, shall be provided with a  
17 copy of this Protective Order and shall execute a nondisclosure agreement in the form  
18 of Exhibit A, a copy of which shall be maintained by counsel who is providing access  
19 to the Protected Material. Upon request of a Party, the counsel providing access to  
20 the Protected Materials shall provide a copy of the executed nondisclosure agreement  
21 to counsel for the requesting Party, but only after the individual who received the  
22 Protected Materials has been identified through the normal course of discovery.

23 **2.7(a) Designating Party:** A Party or non-party that designates information or  
24 items that it produces in disclosures or in responses to discovery as “Confidential” or  
25 “Highly Confidential–Attorney’s Eyes Only.”

26 **(b) Receiving Party:** A Party that receives information or items  
27 produced by a Designating Party in disclosures or in responses to discovery that  
28 have been designated as “Confidential” or “Highly Confidential–Attorney’s

1 **Eyes Only.”**

2 2.8 Outside Counsel: Attorneys who are not employees of a Party but who  
3 are retained to represent or advise a Party in this action, including their support staff.

4 2.9 House Counsel: Attorneys who are employees of a Party.

5 2.10 Expert: A person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this action and who is not a current employee  
8 of a competitor of a Party and who, at the time of retention, is not anticipated to  
9 become an employee of a competitor of a Party. This definition includes a  
10 professional jury or trial consultant retained in connection with this litigation.

11 2.11 Professional Vendors: Persons or entities that provide litigation support  
12 services (*e.g.*, photocopying; videotaping; translating; preparing exhibits or  
13 demonstrations; organizing, storing, **or** retrieving data in any form or medium; etc.)  
14 and their employees and subcontractors.

15 3. **SCOPE**

16 Material designated as “Confidential” or “Attorney’s Eyes Only” material  
17 under this Protective Order, the information contained therein, and any summaries,  
18 copies, abstracts, or other documents derived in whole or in part from material  
19 designated as confidential, shall be used only for the purpose of the prosecution,  
20 defense, and settlement of this action, and for no other purpose. However, the  
21 restrictions and obligations set forth within this Protective Order will not apply to any  
22 information that: (a) the Parties agree should not be designated as Protected Material;  
23 (b) the Parties agree, or the Court rules, is already public knowledge; (c) the Parties  
24 agree, or the Court rules, has become public knowledge other than as a result of  
25 disclosure by the Receiving Party, its employees, or its agents in violation of this  
26 Protective Order; or (d) has come into the Receiving Party’s legitimate knowledge  
27 independently of the production by the Designating Party. Prior knowledge must be  
28 established by pre-production documentation.

1           4.       **DESIGNATING PROTECTED MATERIAL**

2           4.1       Confidential documents shall be so designated by stamping copies of the  
3 document produced to a Party with the legend “CONFIDENTIAL” on each  
4 document or on each page of a multi-page document and for protection under this  
5 Protective Order must be clearly so designated before the material is disclosed or  
6 produced.

7           4.2       Attorney’s Eyes Only material shall be similarly designated by stamping  
8 copies of the document produced to a Party’s outside counsel with the legend  
9 “HIGHLY CONFIDENTIAL –ATTORNEY’S EYES ONLY” on each document or  
10 on each page of a multi-page document and for protection under this Protective Order  
11 must be clearly so designated before the material is disclosed or produced.

12           4.3       Designation in conformity with this Protective Order requires:

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

22                   (b)       Testimony taken at a deposition may be designated as confidential  
23 by making a statement to that effect on the record at the deposition. Arrangements  
24 shall be made with the court reporting service taking and transcribing **the deposition**  
25 to bind separately such portions of the transcript containing information designated as  
26 “Confidential” or “Highly Confidential – Attorney’s Eyes Only,” as the case may be,  
27 and to label such portions appropriately. Depositions shall be taken only in the  
28 presence of qualified persons, as defined in Section 2.6 above. When it is impractical

1 to identify separately each portion of testimony that is entitled to protection, and  
2 when it appears that substantial portions of the testimony may qualify for protection,  
3 the Party or non-party that sponsors, offers, or gives the testimony may invoke on the  
4 record (before the deposition is concluded) a right to have up to 20 days after delivery  
5 of the transcript to identify the specific portions of the testimony as to which  
6 protection is sought and to specify the level of protection being asserted  
7 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEY’S EYES  
8 ONLY”). Only those portions of the testimony that are appropriately designated for  
9 protection within the 20 days after delivery of the transcript shall be covered by the  
10 provisions of this Protective Order.

11 (c) For information produced in some form other than documentary  
12 form, and for any other tangible items, that the Producing Party affix in a prominent  
13 place on the exterior of the container or containers in which the information or item is  
14 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–  
15 ATTORNEY’S EYES ONLY.” If only portions of the information or item warrant  
16 protection, the Producing Party, to the extent practicable, shall identify the protected  
17 portions, specifying whether they qualify as “Confidential” or as “Highly  
18 Confidential–Attorney’s Eyes Only.”

19 4.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items as “Confidential” or “Highly  
21 Confidential–Attorney’s Eyes Only” does not, standing alone, waive the Designating  
22 Party’s right to secure protection under this Protective Order for such material. If  
23 material is appropriately designated as “Confidential” or “Highly Confidential–  
24 Attorney’s Eyes Only” after the material was initially produced, the Receiving Party,  
25 on timely notification of the designation, must make reasonable efforts to assure that  
26 the material is treated in accordance with the provisions of this Protective Order.

27 **5. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

28 This Protective Order shall be without prejudice to the right of the Parties to:



1 (i) bring before the Court at any time the question of whether any particular document  
2 or information is confidential or whether its use should be restricted; or (ii) present a  
3 motion to the Court under Federal Rule of Civil Procedure Rule 26(c) for a separate  
4 protective order as to any particular document or information, including restrictions  
5 differing from those specified herein. This Protective Order shall not be deemed to  
6 prejudice the Parties in any way in the further application for modification of this  
7 Protective Order.

8 A Party that elects to initiate a challenge to a Designating Party's  
9 confidentiality designation must do so in good faith and must begin the process by  
10 conferring directly (in voice-to-voice dialogue; other forms of communication are not  
11 sufficient) with counsel for the Designating Party. In conferring, the challenging  
12 Party must explain the basis for its belief that the confidentiality designation was not  
13 proper and must give the Designating Party an opportunity to review the designated  
14 material, to reconsider the circumstances, and, if no change in designation is offered,  
15 to explain the basis for the chosen designation. A challenging Party may only bring a  
16 confidentiality designation to the Court if it has engaged in this meet and confer  
17 process first. **The burden of establishing that documents and/or materials have**  
18 **been properly designated shall be upon the Designating Party at all times.**

19 The Court may modify the terms and conditions of this **Protective** Order for  
20 good cause, or in the interests of justice, or on its own order, at any time in these  
21 proceedings.

22 6. **ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

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

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

22           8.       **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
24 Protected Material to any person or in any circumstance not authorized under this  
25 Protective Order, the Receiving Party must immediately: (a) notify in writing the  
26 Designating Party of the unauthorized disclosures; (b) use its best efforts to retrieve  
27 all copies of the Protected Material; (c) inform the person or persons to whom  
28 unauthorized disclosures were made of all the terms of this Protective Order; and (d)

1 request such person or persons to execute the “Acknowledgment and Agreement to  
2 Be Bound” that is attached hereto as Exhibit A.

3           9.       **FILING PROTECTED MATERIAL**

4           Without written permission from the Designating Party or a court order secured  
5 after appropriate notice to all interested persons, a party may not file in the public  
6 record in this action any Protected Material. Instead, the Receiving Party shall file a  
7 redacted version of the document containing Protected Material and mandatory  
8 chambers copies of unredacted documents shall be submitted in an appropriate  
9 envelope as set forth in Local Rule 79-5 of the Central District of California. The  
10 burden is then on the Designating Party to comply with Local Rule 79-5 by filing an  
11 application **supported by competent evidence** and proposed order to seal with the  
12 Court. If the Designating Party does not make such an application to seal within five  
13 **(5) court** days of the redacted materials being filed, then the Receiving Party shall  
14 file an unredacted version.

15           10.       **DURATION AND FINAL DISPOSITION**

16           This Protective Order shall survive the final termination of this action, to the  
17 extent that the information contained in “Confidential” or “Attorney’s Eyes Only”  
18 material is not or does not become known to the public, and the Court shall retain  
19 jurisdiction to resolve any dispute concerning the use of information disclosed  
20 hereunder. Within 60 days of termination of this case, counsel for the Parties shall  
21 assemble and return to each other all documents, materials, and deposition transcripts  
22 designated as “Confidential” or “Attorney’s Eyes Only” material, and all copies of  
23 the same, or shall certify the destruction thereof. Any action by this Court with  
24 respect to disposition of “Confidential” material shall be preceded by an *ex parte*  
25 motion for an order authorizing the return of all “Confidential” and “Attorney’s Eyes  
26 Only” material to the Party that produced the information or the destruction thereof.

27           Notwithstanding this provision, counsel are entitled to retain an archival copy  
28 of all pleadings, motion papers, transcripts, legal memoranda, correspondence, or

1 attorney work product, even if such materials contain Protected Material. Any such  
2 archival copies that contain or constitute Protected Material remain subject to this  
3 Protective Order.

4       11.    **INADVERTENT DISCLOSURE OF PRIVILEGED**  
5                   **INFORMATION**

6           Under Rule 502 of the Federal Rules of Evidence and Rule 26(b)(5)(B) of the  
7 Federal Rules of Civil Procedure, incorporated herein by reference, the inadvertent or  
8 unintentional disclosure by the Producing Party or non-party of information subject to  
9 the attorney-client privilege or work-product doctrine, or any other applicable  
10 privilege or immunity, shall not be deemed a waiver in whole or in part of the Party's  
11 or nonparty's claim of privilege or work-product immunity, either as to the specific  
12 information disclosed or as to any other information relating thereto or on the same or  
13 related subject matter. If a party or non-party has inadvertently produced information  
14 subject to a claim of immunity or privilege, the Party or non-party shall have the right  
15 to claw back inadvertently produced privileged or work-product documents. The  
16 Receiving Party, upon request, shall return or destroy the inadvertently produced  
17 materials within five (5) court days of the request, and all copies of those materials  
18 that may have been made and any notes regarding those materials shall be destroyed.  
19 The Party returning such information may move the Court for an order compelling  
20 production of such information including on the grounds that such production was not  
21 inadvertent or unintentional. However, the inadvertent production of privileged or  
22 otherwise protected materials cannot be a basis for seeking production.

23       12.    **MISCELLANEOUS**

24       12.1 Right to Further Relief. Nothing in this Protective Order abridges the  
25 right of any person to seek its modification by the Court in the future.

26       12.2 Right to Assert Other Objections. By **having stipulated** to the entry of  
27 this Protective Order, no Party waives any right it otherwise would have to object to  
28 disclosing or producing any information or item on any ground not addressed in this

1 Protective Order. Similarly, no Party waives any right to object on any ground to use  
2 in evidence of any of the material covered by this Protective Order.

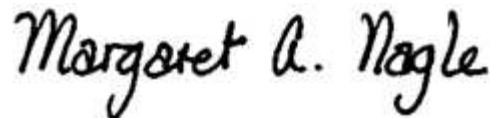
3 12.3 Injunctive Relief. The Parties shall not use or reveal, directly or  
4 indirectly, Protected Material in violation of this Protective Order. The Parties  
5 stipulate that injunctive relief is an appropriate remedy to prevent any person from  
6 using or disclosing Protected Material in violation of this Protective Order. In the  
7 event this Protective Order is violated or a violation is threatened, the Producing or  
8 Designating Party may apply to the Court to obtain injunctive relief. In the event  
9 such a motion or application is brought, the Receiving Party or other person subject  
10 to this Protective Order shall not employ, as a defense thereto, the claim that the  
11 movant possesses an adequate remedy at law. The Parties waive and release any and  
12 all requirements for a bond or undertaking to support any injunctive relief for the  
13 enforcement of this Protective Order.

14 12.4 Notice: Transmission by electronic mail is acceptable for all notification  
15 purposes herein.

16 12.5 Advice to Client: Nothing in this Protective Order shall bar or otherwise  
17 restrict counsel from rendering advice to his or her client with respect to this litigation  
18 and, in the course thereof, relying upon his or her examination of CONFIDENTIAL  
19 or HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY materials produced  
20 or exchanged in this litigation.

21 IT IS SO ORDERED.

22  
23 Dated: December 31, 2012



24  
25  
26 MARGARET A. NAGLE  
27 UNITED STATES MAGISTRATE JUDGE  
28

1 **EXHIBIT A**

2 UNITED STATES DISTRICT COURT

3 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

4 LOREN STONE, individually and on  
5 behalf of all others similarly situated,

6 Plaintiff,

7 v.

8 HOWARD JOHNSON  
9 INTERNATIONAL, INC., a Delaware  
10 Corporation; and DOES 1 – 10,

11 Defendants.

Case No. CV 12-1684 PSG (MANx)

**AGREEMENT TO BE BOUND BY  
PROTECTIVE ORDER**

12 I, \_\_\_\_\_, in connection with the above-  
13 captioned lawsuit, hereby acknowledge that I am to be provided access to  
14 confidential information supplied by other parties and/or non-parties, as defined in  
15 the Protective Order dated December 31, 2012.

16 My address is \_\_\_\_\_.

17 My present employer or the Party I have been retained by is

18 \_\_\_\_\_.

19 My present occupation or job description and job title is

20 \_\_\_\_\_.

21 I certify my understanding that the confidential information is being provided  
22 to me pursuant to the terms and restrictions of the aforesaid Protective Order and that  
23 I have been given a copy of and have read and understood my obligations under that  
24 Protective Order. I hereby agree to be bound by the terms of the Protective Order. I  
25 understand that the confidential information and my copies or notes relating thereto  
26 may be disclosed to or discussed with only those persons permitted by the Protective  
27 Order to receive such information.

1 I will return on request all materials containing confidential information, copies  
2 thereof, and notes that I have prepared relating thereto, to outside counsel of record  
3 for the party with whom I am associated.

4 I hereby submit to the jurisdiction of this Court for the purpose of enforcement  
5 of the Protective Order and waive any and all objections to jurisdiction and venue.

6 Respectfully submitted,

7  
8 Dated: \_\_\_\_\_

By: \_\_\_\_\_

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