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18 NATIONAL ASSOCIATION

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

21 Laurie B LLC, a California limited  
22 liability company,

23 Plaintiff,

24 vs.

25 Wells Fargo Bank, N.A., and Does 1  
26 through 10,

27 Defendants.

Case No. CV14-3942-DMG-SSx

Discovery Document: Refer to  
Magistrate Judge Suzanne H. Segal

Date Action Filed: April 24, 2014  
(Los Angeles Superior Court Case No.  
BC 062 442)

**STIPULATED PROTECTIVE  
ORDER**

*[Federal Rules of Civil Procedure,  
Rule 26(c)(1)]*

Trial Date: July 28, 2015

28 1. A. 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

1 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
2 the following Stipulated Protective Order. The parties acknowledge that this Order does  
3 not confer blanket protections on all disclosures or responses to discovery and that the  
4 protection it affords from public disclosure and use extends only to the limited  
5 information or items that are entitled to confidential treatment under the applicable legal  
6 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this  
7 Stipulated Protective Order does not entitle them to file confidential information under  
8 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
9 standards that will be applied when a party seeks permission from the Court to file  
10 material under seal.

11 **B. GOOD CAUSE STATEMENT**

12 The documents exchanged in this case include checks and checking account  
13 statements and bank records. The checks in issue and account statements bear account  
14 numbers and addresses of Melvyn and Laurie Bernie, 1928 Jewelry, Laurie B, LLC,  
15 Emily A LLC, Jewelm LLC, 1928 Watch Company, the Bernie Family Trust, Kids  
16 Castle, and Nat-Sim Corporation. They also include bank policies and procedures which  
17 are proprietary policies and procedures of WELLS FARGO BANK, NATIONAL  
18 ASSOCIATION (“WELLS FARGO BANK”) designed to detect and prevent fraud and  
19 proprietary bank policies and procedures for processing checks deposited over the  
20 counter and through automated teller machines. Public disclosure of the information on  
21 the checks would compromise account numbers and other information which should be  
22 kept confidential in compliance with the policy of the Judicial Council of the United  
23 States and the E-Government Act of 2002 and Article 1, Section 1 of the *California*  
24 *Constitution*.

25 Disclosure of the Bank policies and procedures designed to detect and prevent  
26 fraud and systems for processing checks deposited over the counter and through  
27 automated teller machines could provide those who wish to perpetrate fraud information  
28 regarding WELLS FARGO BANK’S policies and procedures which would lead to

1 increased fraudulent activities and losses to WELLS FARGO BANK and its customers.  
2 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
3 disputes over confidentiality of discovery materials, to adequately protect information the  
4 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable  
5 necessary uses of such material in preparation for and in the conduct of trial, to address  
6 their handling at the end of the litigation, and serve the ends of justice, a protective order  
7 for such information is justified in this matter. It is the intent of the parties that  
8 information will not be designated as confidential for tactical reasons and that nothing be  
9 so designated without a good faith belief that it has been maintained in a confidential,  
10 non-public manner, and there is good cause why it should not be part of the public record  
11 of this case.

12 2. DEFINITIONS

13 2.1 Action: *Laurie B LLC, a California limited liability company,*  
14 *Plaintiff, vs. Wells Fargo Bank, N.A., and Does 1 through 10, Defendants,* being  
15 United States District Court, Central District of California Case No. CV14-3942-  
16 DMG-SSx.

17 2.2 Challenging Party: a Party or Non-Party that challenges the  
18 designation of information or items under this Order.

19 2.3 "CONFIDENTIAL" Information or Items: information (regardless  
20 of how it is generated, stored or maintained) or tangible things that qualify for protection  
21 under *Federal Rule of Civil Procedure 26(c)*, and as specified above in the Good Cause  
22 Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information  
26 or items that it produces in disclosures or in responses to discovery as  
27 "CONFIDENTIAL."

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1                   2.6    Disclosure or Discovery Material: all items or information,  
2 regardless of the medium or manner in which it is generated, stored, or maintained  
3 (including, among other things, testimony, transcripts, and tangible things), that are  
4 produced or generated in disclosures or responses to discovery in this matter.

5                   2.7    Expert: a person with specialized knowledge or experience in a  
6 matter pertinent to the litigation who has been retained by a Party or its counsel to serve  
7 as an expert witness or as a consultant in this Action.

8                   2.8    House Counsel: attorneys who are employees of a party to this  
9 Action. House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

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

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

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                  2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22                  2.13   Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
25 their employees and subcontractors.

26                  2.14   Protected Material: any Disclosure or Discovery Material that is  
27 designated as "CONFIDENTIAL."

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2.15 Receiving Party: a Party that receives Disclosure or Discovery

Material from a Producing Party.

3. SCOPE

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

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

Nothing in this Stipulation and Order shall require any party to file or attempt to file any document containing protected material under seal. Any party demanding that protected material be filed under seal shall make the demand separately, in writing, to the other party and the parties shall meet and confer concerning the demand.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material, documents, items, or  
2 communications for which protection is not warranted are not swept unjustifiably within  
3 the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited.

5 Designations that are shown to be clearly unjustified or that have been made for an  
6 improper purpose (e.g., to unnecessarily encumber the case development process or to  
7 impose unnecessary expenses and burdens on other parties) may expose the Designating  
8 Party to sanctions.

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

12 5.2 Manner and Timing of Designations. Except as otherwise provided  
13 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under  
15 this Order must be clearly so designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),  
19 that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
20 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
21 portion or portions of the material on a page qualifies for protection, the Producing Party  
22 also must clearly identify the protected portion(s) (e.g., by making appropriate markings  
23 in the margins).

24 A Party or Non-Party that makes original documents available for inspection need  
25 not designate them for protection until after the inspecting Party has indicated which  
26 documents it would like copied and produced. During the inspection and before the  
27 designation, all of the material made available for inspection shall be deemed  
28 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants

1 copied and produced, the Producing Party must determine which documents, or portions  
2 thereof, qualify for protection under this Order. Then, before producing the specified  
3 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page  
4 that 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 (b) for testimony given in depositions that the Designating Party identify  
8 the Disclosure or Discovery Material on the record, before the close of the deposition all  
9 protected testimony.

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 the  
12 exterior of the container or containers in which the information is stored the legend  
13 "CONFIDENTIAL." If only a portion or portions of the information warrants protection,  
14 the Producing Party, to the extent practicable, shall identify the protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
16 failure to designate qualified information or items does not, standing alone, waive the  
17 Designating Party's right to secure protection under this Order for such material. Upon  
18 timely correction of a designation, the Receiving Party must make reasonable efforts to  
19 assure that the material is treated in accordance with the provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
22 designation of confidentiality at any time that is consistent with the Court's Scheduling  
23 Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be  
27 on the Designating Party. Frivolous challenges, and those made for an improper purpose  
28 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose

1 the Challenging Party to sanctions. Unless the Designating Party has waived or  
2 withdrawn the confidentiality designation, all parties shall continue to afford the material  
3 in question the level of protection to which it is entitled under the Producing Party's  
4 designation until the Court rules on the challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that  
7 is disclosed or produced by another Party or by a Non-Party in connection with this  
8 Action only for prosecuting, defending, or attempting to settle this Action. Such  
9 Protected Material may be disclosed only to the categories of persons and under the  
10 conditions described in this Order. When the Action has been terminated, a Receiving  
11 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

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

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
20 well as employees of said Outside Counsel of Record to whom it is reasonably necessary  
21 to disclose the information for this Action;

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

24 (c) Experts (as defined in this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this Action and who have signed the  
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff;



1 (f) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have signed  
3 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

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

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

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
18 IN OTHER LITIGATION

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

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

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

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

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

11 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
12 PRODUCED IN THIS LITIGATION

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

18 (b) In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party's confidential information in its possession, and the Party is subject  
20 to an agreement with the Non-Party not to produce the Non-Party's confidential  
21 information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-  
23 Party that some or all of the information requested is subject to a confidentiality  
24 agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
27 specific description of the information requested; and

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1 (3) make the information requested available for inspection by  
2 the Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court  
4 within 14 days of receiving the notice and accompanying information, the Receiving  
5 Party may produce the Non-Party's confidential information responsive to the discovery  
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
7 produce any information in its possession or control that is subject to the confidentiality  
8 agreement with the Non-Party before a determination by the court. Absent a court order  
9 to the contrary, the Non-Party shall bear the burden and expense of seeking protection in  
10 this court of its Protected Material.

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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 writing  
15 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
16 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
17 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
18 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"  
19 that is attached hereto as Exhibit A.

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection, the  
24 obligations of the Receiving Parties are those set forth in *Federal Rule of Civil Procedure*  
25 26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
26 established in an e-discovery order that provides for production without prior privilege  
27 review. Pursuant to *Federal Rule of Evidence* 502(d) and (e), insofar as the parties reach  
28 an agreement on the effect of disclosure of a communication or information covered by

1 the attorney-client privilege or work product protection, the parties may incorporate their  
2 agreement in the stipulated protective order submitted to the court.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
5 any person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order no Party waives any right it otherwise would have to object to disclosing  
8 or producing any information or item on any ground not addressed in this Stipulated  
9 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
10 evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
13 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
14 Protected Material at issue. If a Party's request to file Protected Material under seal is  
15 denied by the court, then the Receiving Party may file the information in the public  
16 record unless otherwise instructed by the court.

17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 4, within 60 days  
19 of a written request by the Designating Party, each Receiving Party must return all  
20 Protected Material to the Producing Party or destroy such material. As used in this  
21 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
22 summaries, and any other format reproducing or capturing any of the Protected Material.  
23 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
24 a written certification to the Producing Party (and, if not the same person or entity, to the  
25 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
26 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
27 the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
28 any other format reproducing or capturing any of the Protected Material. Notwithstanding

1 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
2 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
3 deposition and trial exhibits, expert reports, attorney work product, and consultant and  
4 expert work product, even if such materials contain Protected Material. Any such archival  
5 copies that contain or constitute Protected Material remain subject to this Protective  
6 Order as set forth in Section 4 (DURATION).

7 14. REDACTION OF PERSONAL IDENTIFIERS

8 All parties to this Stipulation shall redact any bank record disclosed during  
9 the course of discovery in this action before making the record available to any  
10 third party or before presenting the document to the Clerk to exclude personal  
11 identifiers in compliance with the policy of the Judicial Council of the United  
12 States and the E-Government Act of 2002 and Article 1, Section 1 of the  
13 *California Constitution* and shall redact the following personal data identifiers  
14 from all documents, exhibits and attachments disclosed to third parties or filed with  
15 the Court:

- 16 (a) Social Security numbers: If an individual's Social Security  
17 number must be included in a document, all of the number shall be redacted;
- 18 (b) Names of minor children: If the involvement of a minor child  
19 must be mentioned, only the initials of that child should be used;
- 20 (c) Dates of birth: If an individual's date of birth must be included  
21 in a document, all of the date except the year shall be redacted;
- 22 (d) Financial account numbers: If financial account numbers are  
23 relevant, identify the name or type of account and the financial institution where  
24 maintained, and redact all except the last four digits of the account number;
- 25 (e) Home address: If a home address must be included, all of the  
26 address except the city and state shall be redacted.

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1           15. Any violation of this Order may be punished by any and all  
2 appropriate measures including, without limitation, contempt proceedings and/or  
3 monetary sanctions.  
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6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
7

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

9 LAW OFFICES OF STEVEN GLASER

10  
11 By \_\_\_\_\_  
12       Steven Glaser  
13 Attorneys for Plaintiff LAURIE B LLC

14 Dated: \_\_\_\_\_

15 BARTON, KLUGMAN & OETTING LLP

16  
17 By: \_\_\_\_\_  
18       Robert Louis Fisher,  
19       A Professional Corporation  
20 Attorneys for Defendant WELLS FARGO  
21 BANK, NATIONAL ASSOCIATION

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

24 Dated: October 6, 2014 \_\_\_\_\_  
25

26 \_\_\_\_\_  
27                   /s/  
28       Suzanne H. Segal  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare  
5 under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for  
7 the Central District of California on \_\_\_\_\_ [date] in the case of *Laurie*  
8 *B LLC, a California limited liability company, Plaintiff, vs. Wells Fargo Bank,*  
9 *N.A., and Does 1 through 10, Defendants, United States District Court, Central*  
10 *District of California Case No. CV14-3942-DMG-SSx. I agree to comply with and*  
11 *to be bound by all the terms of this Stipulated Protective Order and I understand*  
12 *and acknowledge that failure to so comply could expose me to sanctions and*  
13 *punishment in the nature of contempt. I solemnly promise that I will not disclose*  
14 *in any manner any information or item that is subject to this Stipulated Protective*  
15 *Order to any person or entity except in strict compliance with the provisions of this*  
16 *Order. I further agree to submit to the jurisdiction of the United States District*  
17 *Court for the Central District of California for the purpose of enforcing the terms*  
18 *of this Stipulated Protective Order, even if such enforcement proceedings occur*  
19 *after termination of this action. I hereby appoint \_\_\_\_\_ [print*  
20 *or type full name] of \_\_\_\_\_ [print or type full*  
21 *address and telephone number] as my California agent for service of process in*  
22 *connection with this action or any proceedings related to enforcement of this*  
23 *Stipulated Protective Order.*

24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_

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