

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LATHROP GPM LLP
Nancy Sher Cohen (State Bar No. 81706)
nancy.cohen@lathropgpm.com
Ronald A. Valenzuela (State Bar No. 210025)
ronald.valenzuela@lathropgpm.com
2049 Century Park East, Suite 3500S
Los Angeles, CA 90067
Telephone: 310.789.4600
Facsimile: 310.789.4601

Attorneys for Plaintiffs
BASF Corporation et al.

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

BASF CORPORATION, et al.,
Plaintiffs,
v.
APC INVESTMENT CO., et al.,
Defendants.

Case No. 2:14-cv-06456 GW (Ex.)

**STIPULATED PROTECTIVE
ORDER**

AND RELATED CROSS ACTIONS,
COUNTERCLAIMS AND THIRD-
PARTY COMPLAINTS

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11 2. GOOD CAUSE STATEMENT

12 This action is likely to involve valuable commercial, financial, technical,
13 settlement and/or proprietary information for which special protection from public
14 disclosure and from use for any purpose other than prosecution of this action is
15 warranted. Such confidential and proprietary materials and information consist of,
16 among other things, confidential business or financial information, information
17 regarding confidential business practices, or other confidential commercial
18 information (including information implicating privacy rights of third parties),
19 information otherwise generally unavailable to the public, or which may be
20 privileged or otherwise protected from disclosure under state or federal statutes,
21 court rules, case decisions, or common law. Accordingly, to expedite the flow of
22 information, to facilitate the prompt resolution of disputes over confidentiality of
23 discovery materials, to adequately protect information the parties are entitled to
24 keep confidential, to ensure that the parties are permitted reasonable necessary uses
25 of such material in preparation for and in the conduct of trial, to address their
26 handling at the end of the litigation, and serve the ends of justice, a protective order
27 for such information is justified in this action. It is the intent of the parties that
28

1 information will not be designated as confidential for tactical reasons and that
2 nothing be so designated without a good faith belief that it has been maintained in
3 a confidential, non-public manner, and there is good cause why it should not be part
4 of the public record of this case.

5 3. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

6 The parties further acknowledge, as set forth in Section 14(c), below, that
7 this Stipulated Protective Order does not entitle them to file confidential
8 information under seal; Local Civil Rule 79-5 sets forth the procedures that must be
9 followed and the standards that will be applied when a party seeks permission from
10 the court to file material under seal. There is a strong presumption that the public
11 has a right of access to judicial proceedings and records in civil cases. In
12 connection with non-dispositive motions, good cause must be shown to support a
13 filing under seal. See Kamakana v. City and County of Honolulu, 447 F.3d 1172,
14 1176 (9th Cir. 2006), Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th
15 Cir. 2002), Makar-Welbon v. Sony Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis.
16 1999) (even stipulated protective orders require good cause showing), and a
17 specific showing of good cause or compelling reasons with proper evidentiary
18 support and legal justification, must be made with respect to Protected Material that
19 a party seeks to file under seal. The parties' mere designation of Disclosure or
20 Discovery Material as CONFIDENTIAL does not—without the submission of
21 competent evidence by declaration, establishing that the material sought to be filed
22 under seal qualifies as confidential, privileged, or otherwise protectable—constitute
23 good cause.

24 Further, competent evidence supporting the application to file documents
25 under seal must be provided by declaration. If a party requests sealing related to a
26 dispositive motion or trial, then compelling reasons, not only good cause, for the
27 sealing must be shown, and the relief sought shall be narrowly tailored to serve the
28

1 specific interest to be protected. See Pintos v. Pacific Creditors Ass'n, 605 F.3d
2 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or
3 thing sought to be filed or introduced under seal in connection with a dispositive
4 motion or trial, the party seeking protection must articulate compelling reasons,
5 supported by specific facts and legal justification, for the requested sealing order.

6 Any document that is not confidential, privileged, or otherwise protectable in
7 its entirety will not be filed under seal if the confidential portions can be redacted.
8 If documents can be redacted, then a redacted version for public viewing, omitting
9 only the confidential, privileged, or otherwise protectable portions of the document,
10 shall be filed. Any application that seeks to file documents under seal in their
11 entirety should include an explanation of why redaction is not feasible.

12 4. DEFINITIONS

- 13 (a) Action: the above-captioned lawsuit.
- 14 (b) Challenging Party: a Party or Non-Party that challenges
15 the designation of information or items under this Order.
- 16 (c) “CONFIDENTIAL” Information or Items: information (regardless of
17 how it is generated, stored or maintained) or tangible things that
18 qualify for protection under Federal Rule of Civil Procedure 26(c),
19 and as specified above in the Good Cause Statement.
- 20 (d) Counsel: Outside Counsel of Record and House Counsel (as well as
21 their support staff).
- 22 (e) Designating Party: a Party or Non-Party that designates Disclosure or
23 Discovery Material (as defined below) as “CONFIDENTIAL.”
- 24 (f) Disclosure or Discovery Material: all items or information, regardless
25 of the medium or manner in which it is generated, stored, or
26 maintained (including, among other things, testimony, transcripts, and
27 tangible things), that are produced or generated in disclosures or
28 responses to discovery in this Action.

- 1 (g) Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its
3 Counsel to serve as an expert witness or as a consultant in this Action.
- 4 (h) Final Disposition: the conclusion of any appellate proceedings, or, if
5 no appeal is taken, when the time for filing of an appeal has run.
- 6 (i) House Counsel: attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any
8 other outside counsel.
- 9 (j) Non-Party: any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this action.
- 11 (k) Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to
13 this Action and have appeared in this Action on behalf of that party or
14 are affiliated with a law firm which has appeared on behalf of that
15 party, and includes support staff.
- 16 (l) Party: any party to this Action, including all of its officers, directors,
17 employees, Experts, House Counsel, and Outside Counsel of Record
18 (and their support staffs).
- 19 (m) Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.
- 21 (n) Professional Vendors: persons or entities that provide litigation
22 support services (e.g., photocopying, videotaping, translating,
23 preparing exhibits or demonstrations, and organizing, storing, or
24 retrieving data in any form or medium) and their employees and
25 subcontractors.
- 26 (o) Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.”
28

1 (p) Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 (q) Third Party: a person or entity that is not a party to the Stipulation.

4 5. SCOPE

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

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

12 6. DURATION

13 Except as set forth below, the terms of this protective order apply through
14 Final Disposition of the Action. The parties may stipulate that they will be
15 contractually bound by the terms of this agreement beyond Final Disposition, but
16 will have to file a separate action for enforcement of the agreement once all
17 proceedings in this case are complete.

18 Once a case proceeds to trial, information that was designated as
19 CONFIDENTIAL or maintained pursuant to this protective order used or
20 introduced as an exhibit at trial becomes public and will be presumptively available
21 to all members of the public, including the press, unless compelling reasons
22 supported by specific factual findings to proceed otherwise are made to the trial
23 judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing
24 “good cause” showing for sealing documents produced in discovery from
25 “compelling reasons” standard when merits-related documents are part of court
26 record). Accordingly, for such materials, the terms of this protective order do not
27 extend beyond the commencement of the trial.
28

1 7. DESIGNATING PROTECTED MATERIAL

2 (a) Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

18 (b) Manner and Timing of Designations.

19 Except as otherwise provided in this Order, or as otherwise stipulated or
20 ordered, Disclosure or Discovery Material that qualifies for protection under this
21 Order must be clearly so designated before the material is disclosed or produced.

22 For information in documentary form (e.g., paper or electronic documents,
23 but excluding transcripts of depositions or other pretrial or trial proceedings),
24 designation in conformity with this Order requires the Producing Party affix at a
25 minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL
26 legend"), to each page that contains protected material. If only a portion or portions
27 of the material on a page qualifies for protection, the Producing Party also must
28

1 clearly identify the protected portion(s) (e.g., by making appropriate markings in
2 the margins).

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

15 For testimony given in depositions, designation in conformity with this Order
16 requires the Designating Party to identify the Disclosure or Discovery Material on
17 the record, before the close of the deposition, all protected testimony.

18 For information produced in some form other than documentary and for any
19 other tangible items, designation in conformity with this Order requires that the
20 Producing Party affix in a prominent place on the exterior of the container or
21 containers in which the information is stored the legend “CONFIDENTIAL.” If
22 only a portion or portions of the information warrants protection, the Producing
23 Party, to the extent practicable, shall identify the protected portion(s).

24 (c) Inadvertent Failures to Designate.

25 If timely corrected, an inadvertent failure to designate qualified information
26 or items does not, standing alone, waive the Designating Party’s right to secure
27 protection under this Order for such material. Upon timely correction of a
28

1 designation, the Receiving Party must make reasonable efforts to assure that the
2 material is treated in accordance with the provisions of this Order.

3 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 (a) Timing of Challenges.

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

7 (b) Meet and Confer.

8 The Challenging Party shall initiate the dispute resolution process under
9 Local Rule 37.1 et seq., with the exception that the Designating Party must provide
10 its portion of the Joint Stipulation under Local Rule 37-2.2 first, followed by the
11 Challenging Party adding its portion second. The burden of persuasion in any such
12 challenge proceeding shall be on the Designating Party. Frivolous challenges, and
13 those made for an improper purpose (e.g., to harass or impose unnecessary
14 expenses and burdens on other parties) may expose the Challenging Party to
15 sanctions. Unless the Designating Party has waived or withdrawn the
16 confidentiality designation, all parties shall continue to afford the material in
17 question the level of protection to which it is entitled under the Producing Party's
18 designation until the Court rules on the challenge.

19 9. ACCESS TO AND USE OF PROTECTED MATERIAL

20 (a) Basic Principles.

21 A Receiving Party may use Protected Material that is disclosed or produced
22 by another Party or by a Non-Party in connection with this Action only for
23 prosecuting, defending, or attempting to settle this Action. Such Protected Material
24 may be disclosed only to the categories of persons and under the conditions
25 described in this Order. Protected Material must be stored and maintained by a
26 Receiving Party at a location and in a secure manner that ensures that access is
27 limited to the persons authorized under this Order. Nothing in this Order prohibits a
28

1 Party from discussing Protected Material with another Party, and such discussions
2 shall not constitute disclosure of Protected Material.

3 (b) Disclosure of “CONFIDENTIAL” Information or Items.

4 Unless otherwise ordered by the court or permitted in writing by the
5 Designating Party, a Receiving Party may disclose any information or item
6 designated “CONFIDENTIAL” only to:

7 (i) the Receiving Party’s Outside Counsel of Record in this Action, as well as
8 employees of said Outside Counsel of Record to whom it is reasonably necessary to
9 disclose the information for this Action;

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

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

15 (iv) the court and its personnel;

16 (v) court reporters and their staff;

17 (vi) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (vii) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22 (viii) during their depositions, witnesses, and attorneys for witnesses, in the
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
24 requests that the witness sign the “Acknowledgement and Agreement to Be Bound”
25 (Exhibit A); and (2) they will not be permitted to keep any confidential information
26 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
27 unless otherwise agreed by the Designating Party or ordered by the court. Pages of
28

1 transcribed deposition testimony or exhibits to depositions that reveal Protected
2 Material may be separately bound by the court reporter and may not be disclosed to
3 anyone except as permitted under this Stipulated Protective Order; and

4 (ix) any mediator or settlement officer, and their supporting personnel,
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
7 IN OTHER LITIGATION

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

- 11 (a) promptly notify in writing the Designating Party. Such notification
12 shall include a copy of the subpoena or court order;
- 13 (b) promptly notify in writing the party who caused the subpoena or order
14 to issue in the other litigation that some or all of the material covered
15 by the subpoena or order is subject to this Protective Order. Such
16 notification shall include a copy of this Stipulated Protective Order; and
- 17 (c) cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Protected Material may be
19 affected.

20 If the Designating Party timely seeks a protective order, the Party served
21 with the subpoena or court order shall not produce any information designated in
22 this action as “CONFIDENTIAL” before a determination by the court from which
23 the subpoena or order issued, unless the Party has obtained the Designating Party’s
24 permission. The Designating Party shall bear the burden and expense of seeking
25 protection in that court of its confidential material and nothing in these provisions
26 should be construed as authorizing or encouraging a Receiving Party in this Action
27 to disobey a lawful directive from another court.
28

1 11. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS ACTION

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

8 In the event that a Party is required, by a valid discovery request, to produce
9 a Non-Party’s confidential information in its possession, and the Party is subject to
10 an agreement with the Non-Party not to produce the Non-Party’s confidential
11 information, then the Party shall (a) promptly notify in writing the Requesting Party
12 and the Non-Party that some or all of the information requested is subject to a
13 confidentiality agreement with a Non-Party; (b) promptly provide the Non-Party
14 with a copy of the Stipulated Protective Order in this Action, the relevant discovery
15 request(s), and a reasonably specific description of the information requested; and
16 (c) make the information requested available for inspection by the Non-Party, if
17 requested.

18 If the Non-Party fails to seek a protective order from this court within 14
19 days of receiving the notice and accompanying information, the Receiving Party
20 may produce the Non-Party’s confidential information responsive to the discovery
21 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
22 not produce any information in its possession or control that is subject to the
23 confidentiality agreement with the Non-Party before a determination by the court.
24 Absent a court order to the contrary, the Non-Party shall bear the burden and
25 expense of seeking protection in this court of its Protected Material.
26
27
28

1 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has
3 disclosed Protected Material to any person or in any circumstance not authorized
4 under this Stipulated Protective Order, the Receiving Party must immediately (i)
5 notify in writing the Designating Party of the unauthorized disclosures, (ii) use its
6 best efforts to retrieve all unauthorized copies of the Protected Material, (iii) inform
7 the person or persons to whom unauthorized disclosures were made of all the terms
8 of this Order, and (iv) request such person or persons to execute the
9 “Acknowledgment and Agreement to Be Bound” attached hereto as Exhibit A.

10 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other
14 protection, the obligations of the Receiving Parties are those set forth in Federal
15 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
16 whatever procedure may be established in an e-discovery order that provides for
17 production without prior privilege review. Pursuant to Federal Rule of Evidence
18 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
19 of a communication or information covered by the attorney-client privilege or work
20 product protection, the parties may incorporate their agreement in the stipulated
21 protective order submitted to the court.

22 14. MISCELLANEOUS

23 (a) Right to Further Relief.

24 Nothing in this Order abridges the right of any person to seek its
25 modification by the Court in the future.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(b) Right to Assert Other Objections.

By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

(c) Filing Protected Material.

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

15. FINAL DISPOSITION

After the Final Disposition of this Action, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that identifies (by category, where appropriate) all the Protected Material that was returned or destroyed, and affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material.

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

8 16. VIOLATIONS

9 Any violation of this Order may be punished by any and all appropriate
10 measures including, without limitation, contempt proceedings and/or monetary
11 sanctions in the Court's discretion.

12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13 We hereby attest that concurrence in the filing of this stipulation was
14 obtained by each of the below identified signatories.

15		
16	Dated: December 14, 2022	LATHROP GPM LLP
17		By: <u>/s/ Nancy Sher Cohen</u>
18		Nancy Sher Cohen
19		Ronald A. Valenzuela
20		Attorneys for Plaintiffs
21	Dated: December 14, 2022	SSL LAW FIRM LLP
22		By: <u>/s/ Robert B. Martin III</u>
23		Defendants' Liaison Counsel and
24		Attorneys for Defendants Phibro-Tech, Inc., and First Dice Road Co.
25		
26		
27		
28		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATION OF CONCURRENCE FROM ALL SIGNATORIES

I, Nancy Sher Cohen, am the ECF user whose ID and password are being used to file this Parties' Stipulated Protective Order. In compliance with C.D. Cal. Civ. L.R. 5-4.3.4(a)(2)(i), I hereby attest that I have obtained the concurrence of each signatory to this document.

/s/ Nancy Sher Cohen
Nancy Sher Cohen

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 12/14/22

By: /S/ CHARLES F. EICK
Hon. Charles F. Eick
United States Magistrate Judge
Central District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of
California on [date] in the case of _____ [**insert formal name of the
case and the number and initials assigned to it by the court**]. I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type full address and telephone
number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____