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

WAVERLY SCOTT KAFFAGA, AS  
EXECUTOR OF THE ESTATE OF  
ELAINE ANDERSON STEINBECK,  
  
Plaintiff,  
  
v.  
  
THOMAS STEINBECK, GAIL  
KNIGHT STEINBECK, and THE  
PALLADIN GROUP, INC.,  
  
Defendants.

Case No. 14-cv-8699-TJH (FFMx)  
  
[Discovery Document: Referred to  
Magistrate Judge Frederick F. Mumm]

**[PROPOSED] PROTECTIVE  
ORDER**

**[PROPOSED] STIPULATED PROTECTIVE ORDER**

The parties in the above-captioned case having requested that the Court issue a protective order pursuant to Fed. R. Civ. P. 26(c) to protect the confidentiality of non-public and competitively sensitive information that may need to be disclosed in connection with discovery in this case, and the parties having stipulated to entry of this Order, and the Court having found that good cause exists:

IT IS HEREBY ORDERED that this Protective Order pursuant to Rule 26(c) of the Federal Rules of Civil Procedure be, and is hereby, entered.

- 1) This Protective Order shall be applicable to and govern all depositions, documents, or electronically stored information produced in response to requests for production, answers to interrogatories, responses to requests for

1 admission, and other discovery taken pursuant to the Federal Rules of Civil  
2 Procedure, as well as other information hereafter furnished, directly or indirectly,  
3 by or on behalf of any party or non-party in connection with this action  
4 (collectively, “Discovery Materials”) that the party or non-party in good faith  
5 believes comprise or reflect confidential and/or proprietary information used by it  
6 in, or pertaining to, its business, which is not generally known and which the party  
7 or non-party normally would not reveal to third parties or would cause third parties  
8 to maintain in confidence, including without limitation proprietary, commercially  
9 sensitive, or otherwise confidential financial, business, trade secret, research,  
10 development, technical, strategic, and/or personal information.

11 2) Discovery Materials governed by this Protective Order shall be used  
12 by any recipients solely for the purpose of conducting the litigation captioned  
13 *Waverly Scott Kaffaga, As Executor of the Estate of Elaine Anderson Steinbeck v.*  
14 *Thomas Steinbeck, et al.*, No. 14-cv-8699-TJH (FFMx) (hereinafter “this litigation”  
15 or “this action”), and such information shall not be disclosed to anyone except as  
16 provided herein.

17 3) Discovery Materials containing proprietary and/or commercially  
18 sensitive information, or otherwise confidential financial, business, research, or  
19 technical information and/or personal information may be designated as  
20 “Confidential” by such party or non-party pursuant to Paragraph 6 of this  
21 Protective Order.

22 4) Discovery Materials containing trade secrets, current or future  
23 marketing plans, current or future business plans or strategies, current or future  
24 plans for products or services, customer and subscriber data and information,  
25 agreements with third parties, information regarding current or future business or  
26 financial transactions, internal financial reports or plans, current or future pricing,  
27 rates or planning information, financial data, production data, internal notes,  
28 memoranda, logs or other data, and other highly sensitive non-public commercial,

1 financial, research, or technical information that the producing party or non-party  
2 believes, in good faith, should be afforded the highest level of confidentiality by  
3 the Court, may be designated “Highly Confidential” by any producing party or  
4 non-party pursuant to Paragraph 6 of this Protective Order.

5         5) Discovery Materials designated as “Confidential” or “Highly  
6 Confidential” pursuant to this Protective Order, and produced in the action  
7 captioned *Thomas Steinbeck, et al. v. Waverly Scott Kaffaga, et al.*, No. 14-cv-  
8 08681-TJH (GJSx) (hereinafter, “the Related Action”), will be treated as  
9 “Confidential” or “Highly Confidential” in the Related Action subject to the  
10 provisions of any protective order that might be issued in the Related Action.

11         6) The designation of information or material for purposes of this  
12 Protective Order shall be made in the following manner by the party or non-party  
13 seeking protection:

14                 a) In the case of documents, electronically stored information,  
15 interrogatory responses, responses to requests for admission, or other material  
16 (apart from depositions): by affixing a plainly visible confidentiality designation  
17 legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”): (i) on each page  
18 of any document containing any Confidential or Highly Confidential material; or  
19 (ii) physically on the outside of any media for storing electronic documents, at the  
20 time such documents are produced or such information is disclosed, or as soon  
21 thereafter as the party or non-party seeking protection becomes aware of the  
22 Confidential or Highly Confidential nature of the information or material disclosed  
23 and sought to be protected hereunder. The terms “documents” and “electronically  
24 stored information” as used in this Protective Order, shall have the broadest  
25 meaning permissible under the Federal Rules of Civil Procedure and shall include,  
26 as relevant and without limitation, all “writings,” “recordings,” and “photographs”  
27 as defined in Rule 1001 of the Federal Rules of Evidence, and any information  
28

1 stored in or through any computer system or other electronic or optical data storage  
2 device.

3           b)     In the case of depositions: (i) by a statement on the record, by  
4 counsel, during such deposition that the entire transcript or a portion thereof shall  
5 be designated “Confidential” or “Highly Confidential” hereunder; or (ii) by written  
6 notice of such designation sent by counsel to all parties within thirty (30) days after  
7 the mailing to counsel (via e-mail or next business day delivery) of the transcript of  
8 the deposition. Whether or not so designated on the record at deposition, the  
9 parties shall treat all deposition testimony as “Confidential” under this Protective  
10 Order until the expiration of thirty (30) days after the mailing (via e-mail or next  
11 business day delivery) to counsel of the transcript of the deposition. In the event  
12 that either party to this Protective Order intends to make a motion during this thirty  
13 (30) day time period, and that motion relies upon deposition testimony that has not  
14 yet been designated Confidential or Highly Confidential, the party making the  
15 motion shall give the other party three (3) days notice before making the motion to  
16 allow the other party the opportunity to designate the material Confidential or  
17 Highly Confidential. At or before a deposition, the deponent or his or her counsel,  
18 or any other counsel, acting in good faith, may invoke the provisions of this  
19 Protective Order in a timely manner, giving adequate warning to counsel for the  
20 party or non-party that testimony about to be given or an exhibit about to be relied  
21 on (including discussion during the deposition of said exhibit) is deemed protected  
22 under this Protective Order. The parties may modify this procedure for any  
23 particular deposition through agreement on the record at such deposition or  
24 otherwise by written stipulation, without approval of the Court.

25           c)     A party or non-party furnishing documents and things to  
26 another party for inspection shall have the option to require that all or batches of  
27 documents and things be treated as Confidential or Highly Confidential during  
28 inspection and to make its designations of particular documents and things at the

1 time copies of documents and things are produced or furnished. A party or non-  
2 party that desires to proceed in this manner shall inform counsel for all parties in  
3 writing before the inspection.

4 7) Discovery Materials designated as “Confidential” may be disclosed,  
5 described, characterized, or otherwise communicated or made available in whole  
6 or in part only to the following persons:

7 a) Outside counsel in this litigation and the staff and supporting  
8 personnel of such attorneys, including paralegals, secretaries, clerical employees,  
9 and, to the extent necessary, outside copying, imaging, and trial  
10 consultants/presentation services, who are working on this litigation under the  
11 direction of such attorneys;

12 b) In-house counsel for the parties herein and their parent  
13 corporations, if any, who are responsible for the oversight of this litigation and the  
14 staff and supporting personnel of such attorneys;

15 c) The parties to this litigation;

16 d) Subject to Paragraphs 9 and 10 herein, persons who are  
17 expressly retained or sought to be retained by a party or a party’s counsel as  
18 consultants or experts, provided that the disclosure of Confidential material to any  
19 persons under this subparagraph shall only be to the extent necessary to perform  
20 their work on this litigation and only upon their agreement to be bound by this  
21 Protective Order as evidenced by their execution of the certification in the attached  
22 Schedule A (the “Certification”);

23 e) Subject to Paragraphs 9 and 10 herein, any other persons who  
24 are designated to receive material designated “Confidential” by order of this Court  
25 after notice to the parties, or by written stipulation of the parties;

26 f) Witnesses in a deposition or other pretrial proceeding, during  
27 the course of their testimony, provided that counsel for a party has a good faith  
28 basis to believe that the witness has knowledge of the information or material

1 designated “Confidential” or the specific events, transactions or discussions  
2 reflected in the information or material. Such testimony concerning such  
3 Confidential materials or information shown to the witness shall be deemed  
4 “Confidential.” Witnesses shown information designated “Confidential” shall not  
5 be allowed to retain copies;

6 g) Persons shown on the face of a document designated  
7 “Confidential,” or from such document’s metadata, to have authored or received  
8 it; and

9 h) The Court and Court personnel, court reporters, interpreters,  
10 and videographers employed in connection with this action.

11 8) Discovery Materials designated as “Highly Confidential” may be  
12 disclosed, described, characterized, or otherwise communicated or made available  
13 in whole or in part only to the following persons:

14 a) Outside counsel in this litigation and the staff and supporting  
15 personnel of such attorneys, including paralegals, secretaries, clerical employees,  
16 and, to the extent necessary, outside copying, imaging, and trial  
17 consultants/presentation services, who are working on this litigation under the  
18 direction of such attorneys;

19 b) Subject to Paragraphs 9 and 10 herein, persons who are  
20 expressly retained or sought to be retained by a party or a party’s counsel as  
21 consultants or experts, provided that the disclosure of Highly Confidential material  
22 to any persons under this subparagraph shall only be to the extent necessary to  
23 perform their work on this litigation and only upon their agreement to be bound by  
24 this Protective Order as evidenced by their execution of the Certification;

25 c) Subject to Paragraphs 9 and 10 herein, any other persons who  
26 are designated to receive material designated “Highly Confidential” by order of  
27 this Court after notice to the parties, or by written stipulation of the parties;  
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1           d) Witnesses in a deposition or other pretrial proceeding, during  
2 the course of their testimony, provided that counsel for a party has a good faith  
3 basis to believe that the witness has knowledge of the information or material  
4 designated “Highly Confidential” or the specific events, transactions or discussions  
5 reflected in the information or material. Such testimony concerning such Highly  
6 Confidential materials or information shown to the witness shall be deemed  
7 “Highly Confidential.” Witnesses shown information designated “Highly  
8 Confidential” shall not be allowed to retain copies;

9           e) Persons shown on the face of a document designated “Highly  
10 Confidential,” or from such document’s metadata, to have authored or received it;  
11 and

12           f) The Court and Court personnel, court reporters, interpreters,  
13 and videographers employed in connection with this action.

14           9) For purposes of this Protective Order, a consultant or expert shall be  
15 restricted to a person who is retained or employed as a bona fide consultant or  
16 expert for purposes of this litigation, whether full or part time, by or at the  
17 direction of a party or counsel for a party.

18           10) With respect to those experts or consultants who are engaged in the  
19 business of negotiating, appraising, or representing parties in transactions  
20 regarding the exploitation of literary works and/or rights deriving therefrom,  
21 including but not limited to those persons who are currently employed by or  
22 regularly provide consulting services for motion picture and television companies,  
23 theatre companies, publishing companies, or literary or other agencies (hereinafter  
24 “Industry Experts”), the name, business address, curriculum vitae (“CV”) and  
25 affiliation of each such Industry Expert must be disclosed to the producing party at  
26 least five (5) court days prior to such person’s review of material designated under  
27 this Order. The CV shall contain a list of all present employers/clients as well as  
28 all past employers/clients for the 36 months preceding the date of employment in

1 this case. If there are certain clients or employment that the Industry Expert cannot  
2 disclose on his or her CV for confidentiality reasons, the fact that those clients or  
3 employment exist must be disclosed to the producing party. During that five-day  
4 period, counsel for the producing party shall have the opportunity to oppose the  
5 proposed disclosure. Consent to the disclosure of Confidential or Highly  
6 Confidential material to an Industry Expert shall not be unreasonably withheld.  
7 Any party opposing disclosure shall within such five-day period provide the other  
8 party with a written objection, setting forth in reasonable detail the specific  
9 grounds for such opposition. If no written objection is received by 5:00 p.m.,  
10 Pacific time, on the fifth court day following the date of disclosure of the identity  
11 of the Industry Expert, then the party seeking to disclose Confidential or Highly  
12 Confidential material to the designated Industry Expert may do so and failure to  
13 object shall constitute waiver of the specific objection. If the parties cannot  
14 resolve the objection on their own, the designating party can raise the issue with  
15 the Court by motion or *ex parte* application, but must do so no later than ten (10)  
16 court days after the written objection was received, and the designating party  
17 cannot disclose Confidential or Highly Confidential material to the Industry Expert  
18 until the Court resolves the issue. However, after the five-day period has expired  
19 without objection, a party may still move or apply to the Court to allow that party  
20 to object to an Industry Expert if it can show: (i) there is new, material information  
21 relating to the Industry Expert that was not available to the moving party within the  
22 five-day objection period; and (ii) had the moving party been aware of the  
23 information at the time, the moving party would have objected to the Industry  
24 Expert. Such motion or *ex parte* application shall be made within ten (10) court  
25 days of coming into possession of such new, material information relating to such  
26 consultant or expert. In the event such resolution by the Court is necessary no  
27 additional Confidential or Highly Confidential material shall be disclosed to the  
28 Industry Expert pending resolution of the issue by the Court.



1           11) Persons retained or sought to be retained as bona fide consultants or  
2 testifying experts, and any other persons who are designated to receive material  
3 designated “Confidential” or “Highly Confidential” by order of this Court after  
4 notice to the parties, or by written stipulation of the parties, shall, prior to receiving  
5 such material, be furnished with a copy of this Protective Order, and a copy of the  
6 Certification, which the person shall read and sign, unless the Parties have  
7 specifically agreed that execution of the Certification is not necessary for such  
8 person. Counsel for the party seeking to disclose material designated under this  
9 Protective Order to any such person pursuant to this paragraph shall be responsible  
10 for permanently retaining the executed originals of all such Certifications. Copies  
11 of any such Certifications executed by persons retained or sought to be retained as  
12 bona fide consultants or experts shall be provided to counsel for the other parties or  
13 affected nonparties upon request, once the consultant or expert has been disclosed.

14           12) The recipient of any material designated under this Order shall use  
15 reasonable efforts to maintain the confidentiality of such information.

16           13) Any third party may obtain protection of this Protective Order by  
17 complying with Paragraphs 3,4 and 6 of this Protective Order regarding  
18 designating of materials under the Order. A party making a discovery request to a  
19 non-party in this action shall notify that non-party that the protections of the  
20 Protective Order are available to such non-party.

21           14) All exhibits, pleadings, discovery responses, documents, testimony or  
22 other submissions filed with the Court pursuant to this action that have been  
23 designated “Confidential” or “Highly Confidential” by any party, or any pleading  
24 or memorandum purporting to reproduce, paraphrase, or otherwise disclose such  
25 information designated as Confidential or Highly Confidential, shall be marked  
26 with the legend “Confidential” or “Highly Confidential” and shall be filed pursuant  
27 to and in compliance with Local Rule 79-5.1. If a filing under seal is requested, a  
28 written application and proposed order shall be presented along with the document

1 for filing under seal. The original and judge's copy of the document shall be  
2 sealed in separate envelopes with a copy of the title page attached to the front of  
3 each envelope. The party seeking to seal documents must demonstrate for each  
4 document or category of documents sufficient grounds to warrant placing the  
5 documents under seal.

6 15) A party receiving Discovery Materials designated under this  
7 Protective Order may object to such designation in whole or in part at any time, by  
8 giving written notice of such objection to the producing party. Within ten (10)  
9 court days of receiving such written notice, the producing party shall confer  
10 directly (i.e., in person or by telephone) with the receiving party in good faith for  
11 the purpose of resolving any such objection. In conferring, the challenging party  
12 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  
15 offered, to explain the basis for the chosen designation. If the objection is not  
16 resolved after the parties confer, then any party may request a conference with the  
17 Court and/or file a motion, pursuant to L.R. 37-2, *et seq.*, to resolve the dispute.  
18 Pending the Court's determination, the information subject to dispute shall be  
19 treated as subject to the Protective Order. The burden of proving that information  
20 has been properly designated under this Protective Order is on the person or entity  
21 making the designation.

22 16) Nothing in this Protective Order shall preclude any party to this  
23 litigation or its counsel: (i) from showing a document designated under this  
24 Protective Order to an individual who either prepared or reviewed the document  
25 prior to the filing of this action; or (ii) from disclosing or using, in any lawful  
26 manner or for any lawful purpose, any information or documents from the party's  
27 own files that the party itself has designated under this Protective Order.  
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1           17) Nothing in this Protective Order shall prevent disclosure beyond the  
2 terms of this Protective Order if the party designating material consents in writing  
3 to such disclosure, or if a court orders such disclosure. A party requested to  
4 disclose material designated under this Protective Order to a non-party pursuant to  
5 a validly served subpoena, civil investigative demand, discovery procedure  
6 permitted under the Federal Rules of Civil Procedure, or other formal discovery  
7 request shall assert an initial objection to its production to the extent permitted by  
8 applicable law and notify the requesting non-party of the existence of this  
9 Protective Order and that the material requested by the non-party has been  
10 designated under this Protective Order, and shall further give notice of such  
11 request, by e-mail and next business day delivery, upon the party that designated  
12 the material within five (5) court days of receiving a formal discovery request as  
13 described above, or at least three (3) court days prior to the date on which such  
14 Confidential or Highly Confidential material is to be produced to the non-party,  
15 whichever is earlier.

16           18) If a party inadvertently fails to designate as Confidential or Highly  
17 Confidential material and/or information, including documents and deposition  
18 testimony, it shall not be deemed a waiver in whole or in part of a party's claim of  
19 confidentiality, either as to the specific information disclosed or as to any other  
20 information relating thereto or on the same or related subject matter. As soon as  
21 the receiving party is notified in writing of the inadvertent production, the  
22 information must be treated as if it had been timely designated under this  
23 Protective Order, and the receiving party must endeavor in good faith to obtain all  
24 copies of the document it distributed or disclosed to persons not authorized to  
25 access such information by Paragraphs 6, 7, and 8 herein, as well as any copies  
26 made by such persons.

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1           19) Nothing contained in this Protective Order shall: (i) constitute an  
2 admission or waiver of any claim or defense by any party; (ii) affect the right of  
3 any party to make any objection, claim any privilege, or otherwise contest any  
4 request for production of documents, electronically stored information,  
5 interrogatory, request for admission, subpoena, or question at a deposition or to  
6 seek further relief or protective order from the Court as permitted by the Federal  
7 Rules of Civil Procedure; (iii) constitute a waiver by any party of its right to object  
8 to or otherwise contest any confidentiality designation by any party or non-party  
9 consistent with the terms of this Protective Order and the Federal Rules of Civil  
10 Procedure; (iv) affect the right of any party to object to the authenticity or  
11 admissibility of any document, testimony, or other evidence subject to this  
12 Protective Order; or (v) prevent the parties to this Protective Order from agreeing  
13 in writing or on the record during a deposition or hearing in this action to alter or  
14 waive the provisions or protections provided for herein with respect to any  
15 particular information or material with written or on the record consent of the party  
16 disclosing such information.

17           20) This Protective Order shall not be construed to apply to any  
18 information that: (i) is available to the public other than through a breach of this  
19 Protective Order or other duty of confidentiality; (ii) a receiving party can  
20 demonstrate was already known to the receiving party at the time of disclosure and  
21 was not subject to conditions of confidentiality; or (iii) a receiving party can  
22 demonstrate was developed by that party independently of any disclosure by a  
23 designating party or non-party.

24           21) This Protective Order shall not apply to the treatment to be given  
25 during proceedings in court at any hearing or trial in this litigation to Discovery  
26 Materials designated as Confidential or Highly Confidential. The parties, any  
27 party in interest, and/or the witnesses, may move the Court to seal any court  
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1 proceeding for reasons consistent with this Protective Order, and any such sealing  
2 or treatment at hearing or trial shall be subject to subsequent Order of this Court.

3       22) Within sixty (60) calendar days after the final termination of litigation  
4 between the parties (including any appeals or petitions for rehearing or review), all  
5 material designated under this Protective Order and all copies thereof (including  
6 summaries and excerpts) shall be either returned to the party that produced it or  
7 destroyed and a certification of destruction supplied to the producing party by the  
8 attorney, setting forth the means by which the party destroyed the designated  
9 material; provided, however, that for each party, counsel who is entitled access to  
10 such designated material under Paragraphs 6, 7, and 8 may retain complete and  
11 unredacted copies of its work product that contains designated material as well as  
12 pleadings and papers filed with the Court or served on the other party. Reference  
13 to designated materials (including such materials in work product or pleadings)  
14 shall be made only in the event of further proceedings or litigation between the  
15 parties, a dispute over such counsel's performance, a dispute over the use or  
16 dissemination of material designated under this Protective Order, or, subject to the  
17 provisions of Paragraph 13 of this Protective Order, as required by law. Such  
18 retained copies of pleadings and papers shall be maintained in a file accessible only  
19 by properly authorized counsel under the provisions of, and bound by, this  
20 Protective Order. This Protective Order shall survive the final termination of this  
21 litigation with respect to any such retained Confidential or Highly Confidential  
22 material. The Court is specifically exempted from any return or destruction  
23 requirements contemplated by this provision. Notwithstanding the foregoing or  
24 anything to the contrary herein, no party shall have any obligation to destroy or  
25 return any designated materials that are reasonably be deemed to be relevant to the  
26 Related Action, so long as the Related Action remains pending.

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1           23) Inadvertent production of any document produced in response to  
2 discovery requests in this action by any party or non-party, that a party or non-  
3 party later claims should have been withheld on grounds of a privilege, including  
4 the attorney-client privilege or attorney work product doctrine (collectively  
5 referred to hereinafter as an “Inadvertently Produced Privileged Document”) will  
6 not be deemed to waive any privilege or work product protection. A party or non-  
7 party may request the return of any document that it inadvertently produced by  
8 identifying the Inadvertently Produced Privileged Document and stating the basis  
9 for withholding such document from production. If a party or non-party requests  
10 the return, pursuant to this paragraph, of such an Inadvertently Produced Privileged  
11 Document then in the custody of one or more parties, the possessing parties shall  
12 within fifteen (15) court days destroy or return to the requesting party or non-party  
13 the Inadvertently Produced Privileged Document and all copies thereof and shall  
14 make reasonable efforts to expunge from any other document or material  
15 information solely derived from the Inadvertently Produced Privileged Document.  
16 A party may move the Court for an order compelling production of the document,  
17 but said party may not assert as a basis for the entering of such an order the fact or  
18 circumstances of the inadvertent production. Nothing in this Protective Order shall  
19 preclude a party from arguing that the production of the allegedly Inadvertently  
20 Produced Privileged Document was not inadvertent or that conduct other than the  
21 alleged inadvertent production in this litigation constitutes a waiver.

22           24) Any person or entity who/which violates this Protective Order may be  
23 subject to penalties and sanctions. Nothing in this Protective Order shall be  
24 construed to limit the powers of the Court nor shall anything in this Protective  
25 Order be construed to limit the private rights of any person or entity to enforce any  
26 and all claims for injunctive relief or monetary damages and claims of any nature  
27 arising out of a violation of this Protective Order.  
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1           25) Unless the parties otherwise agree, any dispute concerning the  
2 application of this Protective Order shall be heard pursuant to the rules of the  
3 Court. The provisions of this Order may be modified at any time by stipulation of  
4 all parties and with the approval of the Court. A Party may apply to the Court for  
5 modification of this Order pursuant to a noticed motion or application.

6           **IT IS SO ORDERED.**

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8 Dated: July 23, 2015

/S/ FREDERICK F. MUMM  
  Magistrate Judge Frederick F. Mumm

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Schedule A

By my signature, I hereby acknowledge that I have read the Stipulated Protective Order, dated July \_\_\_\_, 2015 (the “Protective Order”) entered in *Waverly Scott Kaffaga, as Executor of the Estate of Elaine Anderson Steinbeck v. Thomas Steinbeck, Gail Knight Steinbeck, and The Palladin Group, Inc.*, Case No. 14-cv-8699-TJH (FFMx), pending in the United States District Court for the Central District of California, and hereby agree to be bound by the terms thereof. I further agree that to the extent my employees are provided with “Confidential” and/or “Highly Confidential” Discovery Materials, I will instruct such employees regarding the terms of the Protective Order. I further agree to subject myself to the jurisdiction of the United States District Court for the Central District of California with respect to all matters relating to compliance with the Protective Order.

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

City and State: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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\_\_\_\_\_