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NOTE: CHANGES MADE BY THE COURT

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

BRIAN WARNER, KENNETH  
MAC LEOD; MICHAEL MEADE,  
MICHAEL WATSON, JAMES  
FULLER, and DALE FRANQUET,  
individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

TOYOTA MOTOR SALES, U.S.A.,  
INC., a California corporation,

Defendant.

Case No. 2:15-cv-02171-FMO-(FFMx)

**CLASS ACTION**

**[PROPOSED] ORDER ON  
STIPULATED PROTECTIVE  
ORDER**

USDJ: Fernando M. Olguin  
Ctrm: 22, 5th Floor – Spring  
USMJ: Frederick F. Mumm  
Ctrm: 580, 5<sup>th</sup> Floor - Roybal

**JURY TRIAL DEMANDED**

Complaint Filed: March 24, 2015

1 To expedite the flow of discovery material, facilitate the prompt resolution  
2 of disputes over confidentiality, adequately protect material entitled to be kept  
3 confidential, and ensure that protection is afforded only to material so entitled,  
4 plaintiffs Brian Warner, Kenneth MacLeod, Michael Meade, Michael Watson,  
5 James Fuller, and Dale Franquet, and defendant Toyota Motor Sales, U.S.A, Inc.  
6 (“Toyota”) (collectively, “Parties”), by and through their respective counsel, and  
7 pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, hereby stipulate  
8 and agree to the terms of this Stipulated Protective Order as follows:

9 **IT IS HEREBY STIPULATED**, subject to the approval of the Court that:

10 **1. APPLICABILITY OF THE PROTECTIVE ORDER.** This  
11 Stipulated Order Governing the Designation and Handling of Confidential  
12 Materials (hereinafter “Order”) shall govern for pre-trial purposes the handling of  
13 documents, depositions, deposition exhibits, interrogatory responses, responses  
14 to requests for admissions, responses to requests for production of documents,  
15 and all other discovery obtained pursuant to the Federal Rules of Civil Procedure  
16 by or from a Party in connection with the Action (this information hereinafter  
17 referred to as “Discovery Material”). All references to “Party,” “Receiving  
18 Party,” “Producing Party” or “Designating Party” throughout this Order are  
19 intended to include non-parties.

20 **2.** Each Party and all persons bound by the terms of this Order, and  
21 any protective order entered in *Burns v. Toyota Motor Sales, U.S.A., Inc.*, No.  
22 2:14-cv-02208 (W.D. Ark.), may also use any Discovery Material governed by  
23 this Order for purposes of prosecution, defense, or settlement of the *Burns* action,  
24 subject to all applicable limitations and terms of this Order and any protective  
25 order entered in *Burns*. Similarly, each party and all persons bound by the terms  
26 of this Order and any protective order entered in *Burns*, may use any Discovery  
27 Material governed by this Order and any protective order entered in *Burns* for  
28 purposes of prosecution, defense, or settlement of this Action, subject to all

1 applicable limitations and terms of this Order and any protective order entered in  
2 *Burns*.

3           **3. DESIGNATION OF MATERIAL AS “CONFIDENTIAL” OR**  
4 **“HIGHLY CONFIDENTIAL.”** Any Producing Party may designate Discovery  
5 Material as “Confidential” or “Highly Confidential” under the terms of this  
6 Order if the Producing Party in good faith reasonably believes that such  
7 Discovery Material contains non-public, confidential, personal, proprietary or  
8 commercially sensitive information that requires protections provided in this  
9 Order (hereinafter referred to as “Confidential Material” or “Highly Confidential  
10 Material”).

11           **a. “Confidential Material.”** For purposes of this Order, information  
12 considered to be Confidential Material includes any information that  
13 a Party believes in good faith to be confidential or sensitive non-  
14 public information, including, but not limited to, trade secrets,  
15 research, design, development, financial, technical, marketing,  
16 planning, personal, or commercial information, as such terms are  
17 used in Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure  
18 and any applicable case law interpreting Rule 26(c)(1)(G).

19           **b. “Highly Confidential Material.”** For purposes of this Order,  
20 Highly Confidential Material shall include, but is not limited to, any  
21 Protected Data (defined below) and/or Confidential Materials as  
22 defined herein, which also includes non-public product design and  
23 testing information or extremely sensitive, highly confidential, non-  
24 public information, consisting either of trade secrets or proprietary  
25 or other highly confidential business, financial, regulatory, or  
26 strategic information (including information regarding business  
27 plans, technical data, and non-public designs), the disclosure of  
28 which would create a substantial risk of competitive or business

1 injury to the Producing Party. Certain Protected Data may compel  
2 alternative or additional protections beyond those afforded Highly  
3 Confidential Material, in which event the parties shall meet and  
4 confer in good faith, and, if unsuccessful, shall move the Court for  
5 appropriate relief.

6 c. Confidential Material and Highly Confidential Material are  
7 collectively defined as “Covered Information.”

8 **4. MARKING OF DOCUMENTS.** The designation of Discovery  
9 Material as Confidential Material or Highly Confidential Material or Protected  
10 Data for purposes of this Order shall be made in the following manner:

11 a. **TIFF Documents.** In the case of documents or other materials  
12 (apart from depositions or other pre-trial testimony), designation  
13 shall be made by affixing the legend “Confidential” or “Highly  
14 Confidential” to all pages in each document containing any  
15 Confidential Material or Highly Confidential Material, respectively.

16 b. **Native Documents.** With respect to documents or materials  
17 containing Covered Information produced in Native Format, the  
18 Designating Party shall include the highest level of confidentiality  
19 designation in the filename.

20 c. **Designating Depositions.** With respect to any deposition,  
21 confidential treatment may be invoked by designating specific pages  
22 and/or lines as “Confidential” or “Highly Confidential” on the  
23 record at the deposition, or by serving such designations within 15  
24 days after receipt of the transcript of the deposition in which the  
25 designations are made. All deposition transcripts shall be treated as  
26 Highly Confidential for 15 days following receipt of the transcript.

27 d. **Non-Written Materials.** Any non-text Covered Information (*e.g.*,  
28 videotape, audio tape, computer disk, etc.) may be designated as

1 such by labeling the outside of such material as “Confidential” or  
2 “Highly Confidential”. In the event a Receiving Party generates any  
3 “hard copy” transcription or printout from any such designated non-  
4 written materials, the person who generates such “hard copy”  
5 transcription or printout shall take reasonable steps to maintain the  
6 confidentiality of such materials and properly identify and stamp  
7 each page of such material as “Confidential” or “Highly  
8 Confidential” consistent with the original designation by the  
9 Producing Party.

10 **5. DISCLOSURE OF COVERED INFORMATION.** The failure to  
11 designate Covered Information does not constitute a waiver of such claim and  
12 may be remedied by prompt supplemental written notice upon discovery of the  
13 disclosure, with the effect that such Covered Information will be subject to the  
14 protections of this Order. The Receiving Party shall exercise good faith efforts  
15 to ensure that copies made of Covered Information produced to it, and copies  
16 made by others who obtained such Covered Information directly or indirectly  
17 from the Receiving Party, include the appropriate confidentiality legend, to the  
18 same extent that the Covered Information has been marked with the appropriate  
19 confidentiality legend by the Producing Party.

20 **6. MATERIALS PREPARED BASED UPON COVERED**  
21 **INFORMATION.** Any notes, lists, memoranda, indices, compilations, or other  
22 materials prepared or based on an examination of Covered Information, that  
23 quote from or paraphrase Covered Information with such specificity that the  
24 Covered Information can be identified shall be accorded the same status of  
25 confidentiality as the underlying Covered Information from which they are made,  
26 shall be designated with the appropriate confidentiality legend, and shall be  
27 subject to all of the terms of this Protective Order. This does not include attorney  
28

1 work product. Work product shall, however, be subject to the Security  
2 Precautions outlined in Paragraph 18 hereto, including Paragraph 18(e).

3 Summaries of COVERED INFORMATION, including any lists,  
4 memorandum, indices or compilations prepared or based on an examination of  
5 COVERED INFORMATION, that quote from or paraphrase COVERED  
6 INFORMATION in a manner that enables it to be identified shall be accorded  
7 the same status of confidentiality as the underlying COVERED  
8 INFORMATION.

9 **7. NOTICE TO NON-PARTIES.** Any Party issuing a subpoena to a  
10 non-party shall enclose a copy of this Protective Order with a request that, within  
11 ten (10) business days, the non-party either request the protection of this  
12 Protective Order or notify the issuing Party that the non-party does not need the  
13 protection of this Protective Order or wishes to seek different protection.

14 **8. GOOD-FAITH BELIEF.** For purposes of this Order, the Party  
15 designating Discovery Material as “Confidential” or “Highly Confidential” (the  
16 “Designating Party”) bears the burden of establishing the appropriate designation  
17 of all such Discovery Material. The designation of any Discovery Material as  
18 “Confidential” or “Highly Confidential” pursuant to this Order shall constitute  
19 the verification by the Designating Party and its counsel that the material  
20 constitutes “Confidential” or “Highly Confidential” as defined above. Blanket  
21 designation of documents or information as “Confidential” or “Highly  
22 Confidential” without regard to the specific contents of each document or piece  
23 of information is prohibited.

24 **9.** If at any time prior to the trial of this Action a Party realizes that  
25 previously produced Discovery Material should be designated as “Confidential”  
26 or “Highly Confidential” the Party may so designate by advising all other Parties  
27 in writing and by producing replacement documents or material with the  
28 appropriate “Confidential” or “Highly Confidential” designation as described

1 above. The designated documents or material will thereafter be treated as  
2 “Confidential” or “Highly Confidential” pursuant to this Order. Upon receipt of  
3 such designation in writing and re-production of the material with the  
4 “Confidential” or “Highly Confidential” stamp, the Parties and other persons  
5 subject to this Order shall take reasonable and appropriate steps to notify any and  
6 all recipients of the Discovery Material about the protected status of the newly  
7 designated “Confidential” or “Highly Confidential” and to retrieve the newly  
8 designated “Confidential” or “Highly Confidential” from any person who is not  
9 permitted by this Order to have Confidential Information.

10 **10.** No Party receiving Covered Information shall be under any  
11 obligation to object to the designation of any document at the time such  
12 designation is made or at any time thereafter. No Party shall, by failure to object,  
13 be found to have acquiesced or agreed to such designation or be barred from  
14 objecting to such designation at any time.

15 **11. PERSONS AUTHORIZED TO RECEIVE CONFIDENTIAL**  
16 **MATERIAL.** Confidential Material may be disclosed only to the following  
17 “Qualified Persons”:

- 18 **a.** the Court, including attorneys, employees, judges, magistrates,  
19 secretaries, special masters, stenographic reporters, staff,  
20 transcribers and all other personnel necessary to assist the Court in  
21 its function, and the jury;
- 22 **b.** mediators or other individuals engaged or consulted in settlement of  
23 all or part of this Action;
- 24 **c.** the Parties;
- 25 **d.** counsel of record for the Parties, including all partners, members,  
26 and associate attorneys of such counsel’s law firms who are  
27 assisting in the conduct of the Action, as well as any other counsel  
28 and support personnel of such counsel who may be assisting counsel

1 of record for the parties in the conduct of the Action, and all clerks,  
2 employees, independent contractors, consultants, investigators,  
3 paralegals, assistants, secretaries, staff and stenographic, computer,  
4 audio-visual and clerical employees and agents thereof when  
5 operating under the supervision of such partners or associate  
6 attorneys;

7 **e.** litigation support services, including outside copying services, court  
8 reporters, stenographers or companies engaged in the business of  
9 supporting computerized or electronic litigation discovery or trial  
10 preparation, retained by a Party or its counsel, provided that they  
11 execute Exhibit A as described in Paragraph 12 of this Order;

12 **f.** any individual expert, consultant, or expert consulting firm retained  
13 by counsel of record in connection with this Action to the extent  
14 necessary for the individual expert, consultant, or expert consulting  
15 firm to prepare a written opinion, to prepare to testify, or to assist  
16 counsel of record in the prosecution or defense of this Action,  
17 provided, however, that: (i) the disclosure shall be made only to an  
18 individual expert, or to members, partners, employees or agents of  
19 an expert consulting firm as the expert consulting firm shall  
20 designate as the persons who will undertake the engagement on  
21 behalf of the expert consulting firm (the “Designated Expert  
22 Personnel”); (ii) the individual expert or Designated Expert  
23 Personnel use the information solely in connection with this Action;  
24 (iii) the individual and/or a representative of each expert consulting  
25 firm sign the written assurance attached on Exhibit A on behalf of  
26 any Designated Expert Personnel associated with that firm;  
27 (iv) excluding any retention for this Action, the individual expert  
28 and each of the Designated Expert Personnel is neither a current nor



1 former (within the past year from the date of this Order) employee  
2 of any party or any entity which directly competes with, or is a  
3 customer of or direct seller to, any of the Defendants; and (v) the  
4 terms of Paragraph 16 of this Order are met;

5 **g.** Any person (i) who created, authored, received or reviewed such  
6 Covered Information; (ii) is or was a custodian of the Covered  
7 Information; (iii) is identified on such Covered Information; (iv) is  
8 or was an employee of the producing party and is reasonably  
9 believed to have knowledge of the matters in the Covered  
10 Information; or (v) counsel believes in good faith has knowledge of  
11 the matters contained in the Covered Information, but only as to the  
12 subject matters to which such person is reasonably thought to have  
13 specific knowledge and any information reasonably related thereto,  
14 subject to executing Exhibit A as described in paragraph 12;

15 **h.** any person who is likely to testify in the Action or any other case  
16 dealing with the same issues, including the *Barnes* litigation in  
17 Arkansas, and their attorneys and staff, for the purpose of assisting  
18 in the preparation or examination of the witnesses but only as to the  
19 subject matters to which such person is reasonably thought to have  
20 specific knowledge of and any information reasonably related  
21 thereto, subject to executing Exhibit A as described in paragraph 12;

22 **i.** auditors and insurers of the Parties; and

23 **j.** any other person as may be designated by written agreement by the  
24 Producing Party or by order of the Court.

25 **12. PERSONS AUTHORIZED TO RECEIVE HIGHLY**  
26 **CONFIDENTIAL MATERIAL.** Except as specifically provided for in this or  
27 subsequent Court orders, Highly Confidential Material, Protected Data, or their  
28 contents may be disclosed, summarized, described, or otherwise communicated

1 or made available in whole or in part only to the persons identified and  
2 conditions set forth in Paragraphs 10(a)-(b), (d)-(f) and (j), and:

3           **a.** Members of the in-house legal departments for the parties or their  
4           parents or affiliates, including their paralegals, investigative,  
5           technical, secretarial, and clerical personnel who are engaged in  
6           assisting them in this Litigation; or

7           **b.** Any person who (1) (a) who created, authored, received or reviewed  
8           such Covered Information, (b) is or was a custodian of the Covered  
9           Information, (c) is identified on such Covered Information; and (2)  
10          who has signed executing Exhibit A as described in paragraph 12.

11          **13. EXECUTING THE NON-DISCLOSURE AGREEMENT.** All  
12 persons identified in ¶11(e)-(h), (j) and ¶12(b) to whom Covered Information is  
13 disclosed, shall execute a non-disclosure agreement in the form annexed hereto  
14 as Exhibit A before receiving Covered Information. Copies of the executed  
15 Exhibit A shall be retained by counsel disclosing Covered Information to such  
16 person.

17          **14. CHALLENGING “CONFIDENTIAL” DESIGNATIONS.** A  
18 Party objecting to the designation of any material as Confidential, Highly  
19 Confidential or Protected Data shall give written notice to the Designating Party.  
20 Upon receipt of the written objection, counsel for the Designating Party shall,  
21 within ten days, provide a written response to the objecting Party explaining the  
22 basis and supporting authority for the designation; otherwise the document(s) or  
23 material(s) shall be deemed to be no longer Confidential or Highly Confidential  
24 without a Court order. The Parties shall meet and confer in good faith to attempt  
25 to resolve the dispute without resort to Court intervention. If the objecting Party  
26 and the Designating Party cannot resolve their dispute through such meet and  
27 confer discussions, within 15 court days after the parties have reached an  
28 impasse after meet and confer efforts, the Challenging Party shall file and serve a

1 motion to challenge confidentiality pursuant to Local Rule 37-2 and Magistrate  
2 Judge Mumm's standing orders. The Designating Party has the burden of  
3 establishing that the document is entitled to protection. Any material so  
4 designated shall remain Confidential, Highly Confidential or Protected Data, and  
5 shall be subject to all of the restrictions on its disclosure and use set forth in this  
6 Order until such time as the Court may determine otherwise. In the event the  
7 Court rules that the challenged material is not Confidential or Highly  
8 Confidential, the Designating Party shall reproduce copies of all materials so  
9 designated without Confidential or label at the Designating Party's expense  
10 within ten business days.

11 ~~**15. SUBPOENA FOR COVERED INFORMATION.** If any Party~~  
12 ~~has obtained Covered Information under the terms of this Order and receives a~~  
13 ~~request to produce such Covered Information by subpoena or other compulsory~~  
14 ~~process commanding the production of such Covered Information, such Party~~  
15 ~~shall promptly notify the Designating Party, including in such notice the date set~~  
16 ~~for the production of such subpoenaed information and shall object to the~~  
17 ~~production of such materials on the grounds of the existence of this Order.~~  
18 **(FFM)**

19 **16. USE OF DISCOVERY MATERIAL.** Covered Information shall  
20 be used solely for purposes of the Litigation, including any appeal.

21 **17. EXCLUSION OF INDIVIDUALS FROM DEPOSITIONS.**  
22 Counsel shall have the right to exclude any person who is not authorized by this  
23 Order to receive documents or information designated as Covered Information  
24 from any deposition where testimony regarding Covered Information or the use  
25 of Covered Information is likely to arise.

26 **18. SECURITY OF COVERED INFORMATION.** Any person in  
27 possession of another Party's Covered Information shall exercise the same care  
28 with regard to the storage, custody, or use of Covered Information as they would

1 apply to their own material of the same or comparable sensitivity. Receiving  
2 Parties must take reasonable precautions to protect Covered Information from  
3 loss, misuse and unauthorized access, disclosure, alteration and destruction,  
4 including but not limited to:

- 5 **a.** Covered Information in electronic format shall be maintained in a  
6 secure litigation support site(s) that applies standard industry  
7 practices regarding data security, including but not limited to  
8 application of access control rights to those persons entitled to  
9 access Covered Information under this Order;
- 10 **b.** An audit trail of use and access to litigation support site(s) shall be  
11 maintained while this Litigation, including any appeals, is pending;
- 12 **c.** Any Covered Information downloaded from the litigation support  
13 site(s) in electronic format to a mobile devise(s) (*e.g.*, laptop, tablet,  
14 smartphone, thumb drive, portable hard drive) shall be encrypted  
15 and/or password protected and/or the mobile device encrypted  
16 and/or password protected with access limited to persons entitled to  
17 access Covered Information under this Order.
- 18 **d.** Covered Information in paper format is to be maintained in a  
19 manner intended to limit access to persons entitled to access  
20 Covered Information under this Order;
- 21 **e.** Summaries of Covered Information, including any lists,  
22 memorandum, indices or compilations prepared or based on an  
23 examination of Covered Information, that quote from or paraphrase  
24 Covered Information in a manner that enables it to be identified  
25 shall be accorded the same status of confidentiality as the  
26 underlying Covered Information; and
- 27 **f.** If the recipient of Covered Information is shipping data in electronic  
28 format, the recipient shall encrypt the data or storage device prior to

1 shipping and provide the encryption key in separate correspondence.  
2 If hard copy documents are shipped, the Receiving Party will ship  
3 the documents via Federal Express or UPS and retain a tracking  
4 number for the materials.

5 If the Receiving Party discovers a breach of security<sup>1</sup> relating to the  
6 Covered Information of a Producing Party, the Receiving Party shall: (1) provide  
7 written notice to the Producing Party of the breach within 48 hours of the  
8 Receiving Party's discovery of the breach; (2) investigate and remediate the  
9 effects of the breach, and provide the Producing Party with assurance reasonably  
10 satisfactory to the Receiving Party that the breach shall not recur; and (3) provide  
11 sufficient information about the breach that the Producing Party can ascertain the  
12 size and scope of the breach. The Receiving Party agrees to cooperate with the  
13 Producing Party or law enforcement in investigating any such security incident.

14 **19. FILING COVERED INFORMATION.** The Parties acknowledge  
15 that this Order creates no entitlement to file Covered Information under seal. The  
16 Parties will comply with applicable law, including Local Rule 79-5.1, when  
17 filing documents under seal.

18 **20. FINAL TERMINATION.** Upon final termination of the Action,  
19 including any and all appeals, counsel for each Party shall, upon request of the  
20 Producing Party, return all Covered Information, including any copies, excerpts  
21 and summaries thereof, or shall destroy same at the option of the Receiving  
22 Party, and shall purge all such information from all machine-readable media on  
23 which the Covered Information resides. Notwithstanding the foregoing, counsel  
24 for each Party may retain all pleadings, briefs, memoranda, discovery responses,  
25 deposition transcripts, deposition exhibits, expert reports, motions, and other

26 \_\_\_\_\_  
27 <sup>1</sup> Breach is defined to include, but is not limited to, the confirmed or  
28 suspected: (i) disclosure or use of Covered Information by or to an unauthorized  
person; and/or (ii) the loss, theft or hacking of a device containing Covered  
Information.

1 documents filed with the Court that refer to or incorporate Covered Information,  
2 and will continue to be bound by this Order with respect to all such retained  
3 information. Further, attorney work-product materials that contain Covered  
4 Information need not be destroyed, but, if they are not destroyed, the person in  
5 possession of the attorney work-product will continue to be bound by this Order  
6 with respect to all such retained information.

7 **21. PROTECTIVE ORDER REMAINS IN FORCE.** This Protective  
8 Order shall remain in force and effect until modified, superseded, or terminated  
9 by consent of the Parties or by order of the Court made upon reasonable written  
10 notice. Unless otherwise ordered or agreed upon by the parties, this Protective  
11 Order shall survive the termination of this Action. The Court retains jurisdiction  
12 even after termination of this Action to enforce this Protective Order and to make  
13 such amendments, modifications, deletions and additions to this Protective Order  
14 as the Court may from time to time deem appropriate.

15 **22. MODIFYING THIS ORDER.** Nothing in this Order shall be  
16 construed to prohibit the Parties from agreeing to modify any provision of this  
17 Order or seeking relief from the Court. Nor shall anything in this Order or any  
18 Party's compliance herewith be construed as a waiver of any Party's rights under  
19 applicable law.

20 **23. If a party to whom Confidential Material or Highly Confidential**  
21 **Material has been produced is subpoenaed or ordered by another court or**  
22 **administrative agency to produce information that is subject to this**  
23 **protective order, such party shall notify promptly the party who produced**  
24 **the material of the pending subpoena or order. It is the producing party's**  
25 **responsibility to take whatever action it deems appropriate to challenge the**  
26 **subpoena or order in the issuing court or agency. The party subject to the**  
27 **subpoena or order shall not produce any Confidential Material or Highly**  
28 **Confidential Materials in advance of the date required by the subpoena or**

1 order. Nothing herein shall be construed as relieving anyone subject to this  
2 order from any obligation to comply with a validly issued subpoena or  
3 order. (FFM)

4 **IT IS SO ORDERED.**

5 Dated: October 8, 2015

/S/ FREDERICK F. MUMM

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Hon. Frederick F. Mumm  
United States Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], have read and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [insert date] in the case of *Warner et al. v. Toyota Motor Sales, U.S.A., Inc.*, No. 2:15-cv-02171 FMO (FFMx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order. In compliance with this Order, 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 declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ [insert city and state where sworn and signed].

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