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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

JEFFREY A. THOMAS, individually  
and on behalf of all others similarly  
situated,

Plaintiff,

v.

DUN & BRADSTREET  
CREDIBILITY CORP.,

Defendant.

CASE NO. CV15-03194 BRO (GJSx)

**[PROPOSED] PROTECTIVE ORDER**

DISCOVERY MATTER

Hon. Gail J. Standish

The Court, having reviewed and considered the Parties' Stipulation for Entry of  
Protective Order, and good cause appearing therefore,

IT IS HEREBY ORDERED AS FOLLOWS:

1     1.     PURPOSES AND LIMITATIONS

2             This Stipulated Protective Order is being entered into to facilitate the  
3 production, exchange, and discovery of Documents and information during the  
4 discovery process that the parties agree merit confidential treatment under Federal  
5 Rule of Civil Procedure 26(c) (referred to as the “Documents” or “Testimony”).  
6 During the course of this action, the Parties and certain Non-Parties may be subject to  
7 discovery requests and/or proceedings which seek the disclosure of information that  
8 the Party or Non-Party to whom the request is directed considers to be confidential,  
9 proprietary, or private. Accordingly, the Parties wish to preserve the confidentiality of  
10 proprietary, confidential, or private information through the use of a Stipulated  
11 Protective Order.

12             This Stipulated Protective Order provides reasonable restrictions on the  
13 disclosure of such sensitive materials. It does not confer blanket protection on all  
14 discovery, the protection it affords from public disclosure and use extends only to the  
15 limited information or items that are entitled to confidential treatment under the  
16 applicable legal principles, and it does not presumptively entitle parties to file  
17 confidential information under seal. Local Civil Rule 79-5 and Judge O’Connell’s  
18 Standing Order set forth the procedures that must be followed and the standards that  
19 will be applied when a party seeks permission from the Court to file materials under  
20 seal.

21             This Stipulated Protective Order also provides that the Party requesting  
22 production of the information may challenge the Producing Party’s confidentiality  
23 designation before the Court, thereby minimizing the likelihood that non-sensitive  
24 Documents will be unnecessarily designated as confidential. The Stipulated Protective  
25 Order allocates to the Designating Party the burden of justifying the confidentiality  
26 designation.

1     2.     DEFINITIONS

2           (a)     “Challenging Party”: a Party or Non-Party that challenges the designation  
3 of information or items under this Stipulated Protective Order.

4           (b)     “Confidential Information”: all Documents and Testimony, and all  
5 information contained therein, and other information designated as confidential, if such  
6 Documents or Testimony contain trade secrets, proprietary business information,  
7 competitively sensitive information, or other information, the disclosure of which  
8 would, in the good faith judgment of the Designating Party or Non-Party, be  
9 detrimental to the conduct of that Party or Non-Party’s business or the business of any  
10 of that Party or Non-Party’s customers or clients.

11          (c)     “Confidential Information Attorneys Eyes Only”: all Documents and  
12 Testimony, and all information contained therein, and other information designated as  
13 “Confidential - Attorneys Eyes Only,” if such Documents or Testimony contain highly  
14 sensitive business or financial information, the disclosure of which would, in the good  
15 faith judgment of the designating party or Non-Party, cause serious and irreparable  
16 harm to that party or Non-Party’s business or the business of any of that party or Non-  
17 Party’s customers or clients.

18          (d)     “Confidential Material”: “Confidential Information,” and “Confidential  
19 Information Attorneys Eyes Only,” as defined above, and together.

20          (e)     “Counsel” (without qualifier): Outside Counsel of Record and In-house  
21 Counsel (as well as their support staff).

22          (f)     “Designating Party”: a Party or Non-Party that designates information or  
23 items that it produces in disclosures or in responses to discovery as “Confidential  
24 Information” or “Confidential - Attorneys Eyes Only.”

25          (g)     “Expert”: a person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its Counsel to serve as an  
27 expert witness or as a consultant in this action.

28

1 (h) “Non-Party”: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3 (i) “Producing Party”: the Parties to this action and any third-parties  
4 producing “Confidential Information” or “Confidential Information Attorneys Eyes  
5 Only” in connection with depositions, document production or otherwise, or the Party  
6 or Non-Party seeking the confidential treatment of any produced Documents or  
7 material, as the case may be.

8 (j) “Protected Material”: any Disclosure or Discovery Material that is  
9 designated as “Confidential” or “Confidential - Attorneys Eyes Only.”

10 (k) “Receiving Party”: any party to this action, its Counsel, and/or any Non-  
11 Party that receives “Confidential Information” or “Confidential Information Attorneys  
12 Eyes Only” in connection with depositions, document production, or otherwise, in  
13 accordance with the terms of this Stipulated Protective Order.

14 3. SCOPE

15 The protections conferred by this Stipulated Protective Order cover not only  
16 Confidential Information or Confidential Information Attorneys Eyes Only, but also (i)  
17 any information copied or extracted from Confidential Material; (ii) all copies,  
18 excerpts, summaries, or compilations of Confidential Material; and (iii) any  
19 Testimony, conversations, or presentations by Parties or their Counsel that might  
20 reveal Confidential Material. However, the protections conferred by this Stipulated  
21 Protective Order do not cover information that is in the public domain or becomes part  
22 of the public domain through trial or otherwise.

23 4. DURATION

24 Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Stipulated Protective Order shall remain in effect until a Designating  
26 Party agrees otherwise in writing or a court order otherwise directs. Final disposition  
27 shall be deemed to be the later of (i) dismissal of all claims and defenses in this action,  
28 with or without prejudice; and (ii) final judgment after the completion and exhaustion

1 of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
2 limits for filing any motions or applications for extension of time pursuant to  
3 applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 (a) Any Party (and any Non-Party who is a Producing Party) may designate  
6 Documents produced, or Testimony given, in connection with this action as  
7 “Confidential” or “Confidential - Attorneys Eyes Only” either by notation on the  
8 document, statement on the record of the deposition, written advice to the respective  
9 undersigned Counsel for the Parties to this case, or by other appropriate means as may  
10 be agreed to by the Parties.

11 (b) For all deposition transcripts and/or exhibits, the Designating Party shall  
12 designate any portion of the Testimony (including, where appropriate, the entirety of  
13 the transcript) as “Confidential” or “Confidential - Attorneys Eyes Only” either on the  
14 record before the deposition is concluded, or in writing on or before the later of (i)  
15 thirty (30) days after the final transcript is received, or (ii) the date by which any  
16 review by the witness and corrections to the transcript are to be completed under Fed.  
17 R. Civ. P. 30(e) (the later of (i) or (ii), the “Final Designation Deadline”). All  
18 deposition transcripts and exhibits shall presumptively be treated as Confidential until  
19 the Final Designation Deadline. After that time, only those portions of the Testimony  
20 that are designated for protection in accordance with this paragraph shall be covered by  
21 the provisions of this Stipulated Protective Order, and the deposition and/or exhibits  
22 shall be treated as Confidential Information or Confidential Information Attorneys  
23 Eyes Only only if it has appropriately been designated as such pursuant to this  
24 Stipulated Protective Order. Pages of transcribed deposition Testimony or exhibits to  
25 depositions that reveal Confidential Material must be separately bound by the court  
26 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
27 Protective Order.

1 (c) Each Party or Non-Party that designates information or items for  
2 protection under this agreement must take care to limit any such designation to specific  
3 material or portions of material that qualify under the appropriate standards. If it  
4 comes to a Designating Party's attention that information or items that it designated for  
5 protection do not qualify for protection, the Designating Party must promptly notify all  
6 other Parties that it is withdrawing the mistaken designation.

7 (d) If timely corrected, an inadvertent failure to designate qualified  
8 information or items does not, standing alone, waive the Designating Party's right to  
9 secure protection under this Stipulated Protective Order for such material. Upon  
10 timely correction of a designation, the Receiving Party must make reasonable efforts to  
11 assure that the material is treated in accordance with the provisions of this Stipulated  
12 Protective Order.

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 (a) The Receiving Party may, at any time, notify the Producing Party that the  
15 Receiving Party does not concur in the designation of a document or other material as  
16 Confidential Information or Confidential Information Attorneys Eyes Only.

17 (b) The Challenging Party shall initiate the dispute resolution process by  
18 providing written notice of each designation it is challenging and describing the basis  
19 for each challenge. To avoid ambiguity as to whether a challenge has been made, the  
20 written notice must recite that the challenge to confidentiality is being made in  
21 accordance with this specific paragraph of the Stipulated Protective Order. The Parties  
22 shall attempt to resolve each challenge in good faith and must begin the process by  
23 conferring directly (in voice-to-voice dialogue; other forms of communication are not  
24 sufficient) within ten (10) days of the date of service of notice. In conferring, the  
25 Challenging Party must explain the basis for its belief that the confidentiality  
26 designation was not proper and must give the Designating Party an opportunity to  
27 review the designated material, to reconsider the circumstances, and, if no change in  
28 designation is offered, to explain the basis for the chosen designation. A Challenging

1 Party may proceed to the next stage of the challenge process only if it has engaged in  
2 this meet and confer process first or establishes that the Designating Party is unwilling  
3 to participate in the meet and confer process in a timely manner.

4 (c) If the Parties cannot resolve a challenge without court intervention, the  
5 Challenging Party may file a motion to challenge the confidentiality designation under  
6 Local Civil Rule 37 (and in compliance with Local Civil Rule 79-5, if applicable) at  
7 any time. Each such motion must be accompanied by a competent declaration  
8 affirming that the movant has complied with the meet and confer requirements  
9 imposed in the preceding paragraph. The burden of persuasion in any such challenge  
10 proceeding shall be on the Designating Party. All Parties shall continue to afford the  
11 material in question the level of protection to which it is entitled under the Producing  
12 Party's designation until the Court rules on the challenge.

13 (d) If no such motion is filed, such Documents or materials shall continue to  
14 be treated as designated by the Producing Party. If such motion is filed, the  
15 Documents or other materials shall continue to be treated as designated by the  
16 Producing Party unless and until the Court rules otherwise. Should the Receiving  
17 Party move the Court for an order of declassification pursuant to this paragraph, the  
18 burden of justifying the confidentiality designation shall nonetheless remain on the  
19 Producing Party.

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 (a) A Receiving Party may use Protected Material that is disclosed or  
22 produced by another Party or by a Non-Party in connection with this case only for  
23 prosecuting, defending, or attempting to settle this litigation. Such Protected Material  
24 may be disclosed only to the categories of persons and under the conditions described  
25 in this Stipulated Protective Order. When the litigation has been terminated, a  
26 Receiving Party must comply with the provisions of paragraph thirteen (13) below  
27 ("Final Disposition").  
28

1 (b) Confidential Material must be stored and maintained by a Receiving Party  
2 at a location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Stipulated Protective Order.

4 (c) Except with the prior written consent of the Producing Party or by Order  
5 of the Court, Confidential Information shall not be furnished, shown, or disclosed to  
6 any person or entity except to:

7 (1) the officers, directors, and employees (including in-house Counsel)  
8 of Plaintiff or Defendant to whom disclosure is reasonably necessary for this litigation  
9 and who have been advised of their obligations under this Stipulated Protective Order;

10 (2) Counsel for the Parties to this action and their associated attorneys,  
11 paralegals and other professional personnel (including support staff) who are directly  
12 assisting such Counsel in the preparation of this action for trial or other proceedings,  
13 are under the supervision or control of such Counsel, and who have been advised by  
14 such Counsel of their obligations under this Stipulated Protective Order;

15 (3) Expert witnesses or consultants (but not personnel of any Party or  
16 competitors of any Party, as further specified in paragraph eight (8) (“Expert Witnesses  
17 and/or Consultants”)) retained by the Parties or their Counsel to furnish technical or  
18 expert services in connection with this action or to give Testimony with respect to the  
19 subject matter of this action at the trial of this action or other proceeding, provided,  
20 however, that such Confidential Information must not be furnished, shown or disclosed  
21 except in accordance with paragraph eight (8);

22 (4) the Court, court personnel, and court reporters and their staff;

23 (5) copy or imaging services retained by Counsel to assist in the  
24 duplication of Confidential Information, provided that Counsel for the Party retaining  
25 the copy or imaging service instructs the service not to disclose any Confidential  
26 Information to third parties and to immediately return all originals and copies of any  
27 Confidential Information;

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1 (6) an officer before whom a deposition is taken, including  
2 stenographic reporters and any necessary secretarial, clerical, or other personnel of  
3 such officer, who has signed the “Acknowledgement and Agreement to Be Bound”  
4 (Exhibit A);

5 (7) during their depositions, witnesses in the action to whom disclosure  
6 is reasonably necessary and who have signed the “Acknowledgement and Agreement  
7 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
8 by the Court;

9 (8) any person indicated on the face of a document to be the author,  
10 addressee, or a copy recipient of the document, who has signed the  
11 “Acknowledgement and Agreement to Be Bound” (Exhibit A); and

12 (9) any other person agreed to by the Parties in writing.

13 (d) Documents, Testimony, or information designated as “Confidential -  
14 Attorneys Eyes Only” shall not be furnished, shown or disclosed to any person or  
15 entity except to those persons listed above under subsections (2), (3) (subject to  
16 paragraph 8 below), (4), (5), (6), and (8), unless the Producing Party otherwise  
17 consents in writing to any additional disclosure or the Court orders otherwise.

18 (e) Before filing Confidential Material or discussing or referencing such  
19 material in court filings, the Challenging Party shall confer with the Designating Party  
20 to determine whether the Designating Party will remove the “Confidential” or  
21 “Confidential - Attorneys Eyes Only” designation, whether the document can be  
22 redacted, or whether a motion to seal or stipulation and proposed order is warranted.  
23 Local Civil Rule 79-5 and Judge O’Connell’s Standing Order set forth the procedures  
24 that must be followed and the standards that will be applied when a Party seeks  
25 permission from the Court to file material under seal.

26 8. EXPERT WITNESSES AND/OR CONSULTANTS

27 Before any disclosures of Confidential Information or Confidential Information  
28 Attorneys Eyes Only is made to an Expert witness or consultant pursuant to paragraph

1 seven (7) (“Access to and Use of Protected Material”), counsel for the Receiving Party  
2 shall procure the Expert’s written agreement, in the form of the attached Exhibit A, to  
3 comply with and be bound by the terms of this Stipulated Protective Order.

4 Confidential Information or Confidential Information Attorneys Eyes Only may be  
5 provided to an Expert witness or consultant to the extent necessary for such expert or  
6 consultant to prepare a written opinion, to prepare to testify, or to assist counsel in the  
7 prosecution of this litigation, and each such Expert witness or consultant shall use  
8 Confidential Material solely in connection with this litigation. Without limiting the  
9 foregoing, Confidential Material may only be provided to an Expert or consultant who  
10 is not currently an employee of, discussing employment with, or advising or serving as  
11 a consultant to, any Party to this litigation or any competitor or potential transaction  
12 counterparty of any Party to this litigation, as far as the Expert or consultant can  
13 reasonably determine.

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
15 IN THIS LITIGATION

16 (a) The terms of this Stipulated Protective Order are applicable to information  
17 produced by a Non-Party in this action and designated as “Confidential” or  
18 “Confidential - Attorneys Eyes Only.” Such information produced by Non-Parties in  
19 connection with this litigation is protected by the remedies and relief provided by this  
20 Stipulated Protective Order. Nothing in these provisions should be construed as  
21 prohibiting a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to  
23 produce a Non-Party’s Confidential Information in its possession (excluding a Non-  
24 Party who may be an unnamed member of the putative class), and the Party is subject  
25 to an agreement with the Non-Party not to produce the Non-Party’s Confidential  
26 Information, then the Party shall:

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

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party.

9 (c) If the Non-Party fails to object or seek a protective order from this Court  
10 within ten (10) days of receiving the notice and accompanying information, the  
11 Receiving Party may produce the Non-Party's Confidential Information responsive to  
12 the discovery request. If the Non-Party timely objects or seeks a protective order, the  
13 Receiving Party shall not produce any information in its possession or control that is  
14 subject to the confidentiality agreement with the Non-Party before a determination by  
15 the Court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall bear the burden  
16 and expense of seeking protection in this Court of its Protected Material.

17 (d) The Parties agree that the provisions of this paragraph are in addition to,  
18 and are not intended to supersede, whatever other confidentiality protections, if any,  
19 may be afforded under state or federal law to a Non-Party's Confidential Information  
20 in the possession of a Party. Nothing in this Stipulated Protective Order purports to  
21 alter in any respect such protections, if any, afforded under state or federal law,  
22 regardless of whether those protections are supplemental to or inconsistent with the  
23 protections and procedures set forth in this Stipulated Protective Order.

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27 <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of  
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to  
protect its confidentiality interests in this Court.

1 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

3 (a) If a Party is served with a subpoena or a court order issued in other  
4 litigation that compels disclosure of any information or items designated in this action  
5 as “Confidential” or “Confidential - Attorneys Eyes Only,” that Party must: (i)  
6 promptly notify the Designating Party in writing and include a copy of the subpoena or  
7 court order; (ii) promptly notify in writing the Party who caused the subpoena or order  
8 to issue in the other litigation that some or all of the material covered by the subpoena  
9 or order is subject to this Stipulated Protective Order, and include a copy of this  
10 Stipulated Protective Order; and (iii) cooperate with respect to all reasonable  
11 procedures sought to be pursued by the Designating Party whose Confidential Material  
12 may be affected.

13 (b) The Party served with the subpoena or court order shall not produce any  
14 Confidential Material until the Party that designated the Confidential Material as such  
15 has had a reasonable opportunity to try to protect its confidentiality interests in the  
16 court or other forum from which the subpoena or order issued.

17 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must immediately (i) notify in writing  
21 the Designating Party of the unauthorized disclosures, (ii) use its best efforts to retrieve  
22 all unauthorized copies of the Protected Material, (iii) inform the person or persons to  
23 whom unauthorized disclosures were made of all the terms of this Stipulated Protective  
24 Order, and (iv) request such person or persons to execute the “Acknowledgment and  
25 Agreement to Be Bound” that is attached as Exhibit A.

1 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3 (a) If Confidential Information or Confidential Information Attorneys Eyes  
4 Only, properly marked as such, is inadvertently disclosed in contravention of the terms  
5 of this Stipulated Protective Order, Counsel for the Party who made the inadvertent  
6 disclosure must inform the person or persons to whom unauthorized disclosures were  
7 made of all the terms of this Stipulated Protective Order, and use Counsel's best efforts  
8 to bind the person or persons, by requesting that such person or persons execute the  
9 "Acknowledgement and Agreement to Be Bound," attached as Exhibit A. Counsel  
10 shall also immediately inform opposing counsel of the disclosure and surrounding  
11 circumstances, and use his or her best efforts to retrieve all unauthorized copies of the  
12 protected material. In the event that anyone violates or threatens to violate any terms  
13 of this Stipulated Protective Order, the Parties agree that the aggrieved party may  
14 immediately apply to obtain injunctive relief against any such person, and in the event  
15 the aggrieved party shall do so, any other parties or persons who are subject to the  
16 provisions of this Stipulated Protective Order shall not advance the argument that the  
17 aggrieved party possesses an adequate remedy at law. The Parties and any other  
18 persons subject to the terms of this Stipulated Protective Order agree that the Court  
19 shall retain jurisdiction over them for the purpose of enforcing this Stipulated  
20 Protective Order.

21 (b) Information produced in discovery that is protected as privileged or work  
22 product shall be immediately returned to the Producing Party, and its production shall  
23 not constitute a waiver of such protection, if: (i) such information appears on its face  
24 to have been inadvertently produced, or (ii) the Producing Party provides notice within  
25 fifteen (15) days of discovery by the Producing Party of the inadvertent production.

26 13. FINAL DISPOSITION

27 Within sixty (60) days after the final disposition of this action, as defined in  
28 paragraph four (4) ("Duration"), each Receiving Party must return all Protected

1 Material to the Producing Party or destroy such material. As used in this paragraph,  
2 “all Protected Material” includes all copies, abstracts, compilations, summaries, and  
3 any other format reproducing or capturing any of the Protected Material. Whether the  
4 Protected Material is returned or destroyed, the Receiving Party must submit a written  
5 certification to the Producing Party (and, if not the same person or entity, to the  
6 Designating Party) by the sixty (60) day deadline that (1) identifies (by category,  
7 where appropriate) all the Protected Material that was returned or destroyed, and  
8 (2) affirms that the Receiving Party has not retained any copies, abstracts,  
9 compilations, summaries or any other format reproducing or capturing any of the  
10 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
11 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
12 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
13 attorney work product, and consultant and expert work product, even if such materials  
14 contain Protected Material. Any such archival copies that contain or constitute  
15 Protected Material remain subject to this Stipulated Protective Order as set forth in  
16 paragraph four (4) (“Duration”).

17 14. MISCELLANEOUS

18 (a) Nothing in this Order shall preclude any Party from seeking to amend this  
19 Stipulated Protective Order for good cause shown.

20 (b) Nothing in this Order shall prevent any Party or other person from seeking  
21 modification of this Stipulated Protective Order or from objecting to discovery that it  
22 believes to be otherwise improper.

23 Dated: October 9, 2015



24  
25  
26 GAIL J. STANDISH  
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], hereby attest to my understanding  
5 that information and/or documents designated as “Confidential” or “Confidential -  
6 Attorneys Eyes Only” may be provided to me pursuant to the terms, conditions and  
7 restrictions of a Stipulated Protective Order entered in the lawsuit entitled *Jeffrey A.*  
8 *Thomas v. Dun & Bradstreet Credibility Corp.*, Case No.CV15-03194 BRO (GJSx),  
9 pending in the United States District Court for the Central District of California.

10 I have been given a copy of the Stipulated Protective Order. I declare under  
11 penalty of perjury that I have read it in its entirety and understand the terms of the  
12 Stipulated Protective Order. With full knowledge of the terms and requirements of the  
13 Stipulated Protective Order, I agree to comply with and to be bound by its terms. I  
14 understand that failure to so comply, including by engaging in the unauthorized  
15 disclosure of information and/or documents designated as “Confidential” or  
16 “Confidential - Attorneys Eyes Only,” could expose me to sanctions and punishment in  
17 the nature of contempt. I solemnly promise that I will not disclose to others, except in  
18 accordance with the Stipulated Protective Order, such information or documents that  
19 have been designated as “Confidential” or “Confidential - Attorneys Eyes Only,” and  
20 that I shall use such information or documents only for the purpose of the legal  
21 proceeding in which the documents were produced. I further agree and attest to my  
22 understanding that my obligation to honor the confidentiality of such information or  
23 documents will continue even after the termination of this legal proceeding.

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1 I also agree to subject myself to the jurisdiction of the United States District  
2 Court for the Central District of California for the purpose of enforcing the terms of  
3 this Stipulated Protective Order, even if such enforcement proceedings occur after  
4 termination of this action.

5 Date: \_\_\_\_\_  
6

7 City and State where sworn and signed: \_\_\_\_\_  
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9 Printed name: \_\_\_\_\_  
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11 Signature: \_\_\_\_\_  
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