

1 Peter J. Anderson, Esq., Cal. Bar No. 88891
 E-Mail: pja@pjanderson.com
 2 LAW OFFICES OF PETER J. ANDERSON
 A Professional Corporation
 3 100 Wilshire Boulevard, Suite 2010
 Santa Monica, CA 90401
 4 Tel: (310) 260-6030
 Fax: (310) 260-6040
 5 Attorneys for Defendants
 JAMES PATRICK PAGE, ROBERT ANTHONY
 6 PLANT, JOHN PAUL JONES, WARNER/CHAPPELL
 MUSIC, INC., SUPER HYPE PUBLISHING, INC.,
 7 ATLANTIC RECORDING CORP., RHINO
 ENTERTAINMENT COMPANY and WARNER
 8 MUSIC GROUP INC.

9 Helene Freeman, Esq., admitted *pro hac vice*
 E-Mail: hfreeman@phillipsnizer.com
 10 PHILIPS NIZER LLP
 666 Fifth Avenue
 11 New York, NY 10103-0084
 Tel: (212) 977-9700
 12 Fax: (212) 262-5152
 Attorneys for Defendants
 13 JAMES PATRICK PAGE, ROBERT ANTHONY
 PLANT and JOHN PAUL JONES
 14

15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**
 17 **WESTERN DIVISION**

18	MICHAEL SKIDMORE, <i>etc.</i> ,)	Case No. 2:15-cv-03462 RGK (AGRx)
19	Plaintiff,)	
20	vs.)	STIPULATED PROTECTIVE ORDER
21	LED ZEPPELIN, <i>et al.</i> ,)	
22	Defendants.)	
23)	

24
 25
 26
 27
 28

1 **1. A. 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 be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this Order
7 does not confer blanket protections on all disclosures or responses to discovery and
8 that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section
11 12.3, below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the court to file material under seal.

15 **B. GOOD CAUSE STATEMENT**

16 This is an action for copyright infringement and other relief, involving
17 musical compositions and recordings of performances of those compositions. As a
18 result, this action is likely to involve trade secrets, customer and pricing lists and
19 other valuable research, development, commercial, financial, technical and/or
20 proprietary information for which special protection from public disclosure and from
21 use for any purpose other than prosecution of this action is warranted. Such
22 confidential and proprietary materials and information consist of, among other
23 things, confidential business or financial information, information regarding
24 confidential business practices, or other confidential research, development, or
25 commercial information (including information implicating privacy rights of third
26 parties), information otherwise generally unavailable to the public, or which may be
27 privileged or otherwise protected from disclosure under state or federal statutes,
28 court rules, case decisions, or common law, and material or information that is

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

12 **2. DEFINITIONS**

13 2.1 Action: this pending federal law suit.

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation
15 of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
17 how it is generated, stored or maintained) or tangible things that qualify for
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
19 Good Cause Statement. “HIGHLY CONFIDENTIAL INFORMATION” is
20 information which, if known by the party to whom it is disclosed, would be
21 inherently harmful to the Designating Party’s business, privacy or other protected
22 interests.

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

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

28 ///

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

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

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

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

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

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, retained experts, and Outside Counsel of Record (and their support
19 staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

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

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

28 ///

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Counsel that might reveal Protected Material. Any
9 use of Protected Material at trial shall be governed by the orders of the trial judge.
10 This Order does not govern the use of Protected Material at trial.

11 **4. DURATION**

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

20 **5. DESIGNATING PROTECTED MATERIAL**

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.
22 Each Party or Non-Party that designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards. The Designating Party must designate for
25 protection only those parts of material, documents, items, or oral or written
26 communications that qualify so that other portions of the material, documents, items,
27 or communications for which protection is not warranted are not swept unjustifiably
28 within the ambit of this Order. Mass, indiscriminate, or routinized designations are

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

5 5.2 Manner and Timing of Designations. Except as otherwise provided in
6 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
8 under this Order must be clearly so designated before the material is disclosed or
9 produced. Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
14 CONFIDENTIAL” (hereinafter “HIGHLY CONFIDENTIAL LEGEND”), to
15 each page that contains protected material. A Party or Non-Party that makes
16 original documents available for inspection need not designate them for
17 protection until after the inspecting Party has indicated which documents it
18 would like copied and produced. During the inspection and before the
19 designation, all of the material made available for inspection shall be deemed
20 “CONFIDENTIAL.” After the inspecting Party has identified the documents
21 it wants copied and produced, the Producing Party must determine which
22 documents, or portions thereof, qualify for protection under this Order. Then,
23 before producing the specified documents, the Producing Party must affix the
24 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to each
25 page that contains Protected Material. If only a portion or portions of the
26 material on a page qualifies for protection, the Producing Party also must
27 clearly identify the protected portion(s) (e.g., by making appropriate markings
28 in the margins).

1 (b) for testimony given in depositions, Parties and deponents may,
2 within thirty (30) days after receiving a transcript of a deposition, designate
3 pages of the transcript (and exhibits thereto) as Confidential or Highly
4 Confidential to the extent the Party or deponent believes they contain material
5 or information entitled to that protection. Confidential or Highly Confidential
6 information within the deposition transcript may be designated only by
7 sending a letter indicating the page and line numbers of the deposition
8 transcript that the Party or deponent designates as Confidential and/or Highly
9 Confidential to the party who took the deposition and to the court reporter.
10 Audiovisual recordings, irrespective of the manner or medium of the
11 recording, of depositions are deemed “Confidential” under this Stipulated
12 Protective Order and shall not be made public or otherwise exhibited or
13 disclosed except when, as and if played in open court or as may permitted by
14 further order of the court. If the Party or deponent believes an audiovisual
15 recording of a deposition contains material or information entitled to Highly
16 Confidential protection, the Party or deponent may designate the portions
17 Highly Confidential by sending a letter within thirty (30) days after receipt of
18 the audiovisual recording, to the party who took the deposition and to the
19 videographer indicating by time code or by reference to the deposition
20 transcript the portion or portions of the audiovisual recording that the Party or
21 deponent designates as Highly Confidential. Until the expiration of the 30-
22 day period during which such designations may be made, both the transcript
23 and any audiovisual recording of the deposition will be treated as subject to
24 protection as Highly Confidential under this Stipulated Protective Order.

25 (c) for information produced in some form other than documentary
26 and for any other tangible items, that the Producing Party affix in a prominent
27 place on the exterior of the container or containers in which the information is
28 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If

1 only a portion or portions of the information warrants protection, the
2 Producing Party, to the extent practicable, shall identify the protected
3 portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
5 failure to designate qualified information or items does not, standing alone, waive
6 the Designating Party's right to secure protection under this Order for such material.
7 Upon timely correction of a designation, the Receiving Party must make reasonable
8 efforts to assure that the material is treated in accordance with the provisions of this
9 Order.

10 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court's
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
15 resolution process under Local Rule 37.1 et seq.

16 6.3 The burden of persuasion in any such challenge proceeding shall be on
17 the Designating Party. Frivolous challenges, and those made for an improper
18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
19 parties) may expose the Challenging Party to sanctions. Unless the Designating
20 Party has waived or withdrawn the confidentiality designation, all parties shall
21 continue to afford the material in question the level of protection to which it is
22 entitled under the Producing Party's designation until the Court rules on the
23 challenge.

24 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a Non-Party in connection with this
27 Action only for prosecuting, defending, or attempting to settle this Action. Such
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the Action has been terminated, a
2 Receiving Party must comply with the provisions of section 13 below (FINAL
3 DISPOSITION). Protected Material must be stored and maintained by a Receiving
4 Party at a location and in a secure manner that ensures that access is limited to the
5 persons authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, any
8 information or item designated “CONFIDENTIAL” received by a Receiving Party
9 may only be disclosed to:

- 10 (a) Parties of record in this action;
- 11 (b) Outside Counsel of Record in this Action, as well as employees
12 of said Outside Counsel of Record to whom it is reasonably necessary to
13 disclose the information for this Action;
- 14 (c) Experts (as defined in this Order) of the Receiving Party to whom
15 disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 17 (d) the court and its personnel;
- 18 (e) court reporters and their staff;
- 19 (f) professional jury or trial consultants, mock jurors, and
20 Professional Vendors to whom disclosure is reasonably necessary for this
21 Action and who have signed the “Acknowledgment and Agreement to Be
22 Bound” (Exhibit A);
- 23 (g) the author or recipient of a document containing the information
24 or a custodian or other person who otherwise possessed or knew the
25 information;
- 26 (h) during their depositions, witnesses, and attorneys for witnesses,
27 in the Action to whom disclosure is reasonably necessary provided the witness
28 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless

1 otherwise agreed by the Designating Party or ordered by the court. Pages of
2 transcribed deposition testimony or exhibits to depositions that reveal
3 Protected Material may be separately bound by the court reporter and may not
4 be disclosed to anyone except as permitted under this Stipulated Protective
5 Order; and

6 (j) any mediator or settlement officer, and their supporting personnel,
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 Unless otherwise ordered by the court or permitted in writing by the Designating
9 Party, a Receiving Party may disclose any information or item designated “HIGHLY
10 CONFIDENTIAL” only to those identified in Sections 8(b)-(g) and (j), above, and
11 8(h) above to the extent counsel has a good faith belief that the witness currently has
12 or would be expected to have knowledge of the contents of the document, or of its
13 subject matter, and to no one else.

14 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
15 **PRODUCED IN OTHER LITIGATION**

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

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

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

25 (c) cooperate with respect to all reasonable procedures sought to be
26 pursued by the Designating Party whose Protected Material may be affected.
27 If the Designating Party timely seeks a protective order, the Party served with
28 the subpoena or court order shall not produce any information designated in

1 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a
2 determination by the court from which the subpoena or order issued, unless
3 the Party has obtained the Designating Party’s permission. The Designating
4 Party shall bear the burden and expense of seeking protection in that court of
5 its confidential material and nothing in these provisions should be construed
6 as authorizing or encouraging a Receiving Party in this Action to disobey a
7 lawful directive from another court.

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

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

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

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

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

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

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

10 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under this
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
16 persons to whom unauthorized disclosures were made of all the terms of this Order,
17 and (d) request such person or persons to execute the "Acknowledgment and
18 Agreement to Be Bound" that is attached hereto as Exhibit A.

19 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
20 **PROTECTED MATERIAL**

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

1 parties may incorporate their agreement in the stipulated protective order submitted
2 to the court.

3 **12. MISCELLANEOUS**

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

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

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

17 **13. FINAL DISPOSITION**

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

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

8 **14.** Any violation of this Order may be punished by any and all appropriate
9 measures including, without limitation, contempt proceedings and/or monetary
10 sanctions.

11 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

12
13 Dated: December 28, 2015

/s/ Francis Alexander Malofiy
Francis Alexander Malofiy, Esq.
FRANCIS ALEXANDER, LLC
Attorney for Plaintiff
MICHAEL SKIDMORE,
As Trustee of the Randy Craig Wolfe Trust

14
15
16
17
18 Dated: December 28, 2015

/s/ Glen L. Kulik
Glen L. Kulik, Esq.
KULIK GOTTESMAN & SIEGEL LLP
Attorney for Plaintiff
MICHAEL SKIDMORE,
As Trustee of the Randy Craig Wolfe Trust

19
20
21
22 Dated: December 28, 2015

/s/ Peter J. Anderson
Peter J. Anderson, Esq.
LAW OFFICES OF PETER J. ANDERSON
A Professional Corporation
Attorney for Defendants
JAMES PATRICK PAGE, ROBERT
ANTHONY PLANT, JOHN PAUL JONES,
WARNER/CHAPPELL MUSIC, INC.,
SUPER HYPE PUBLISHING, INC.,
ATLANTIC RECORDING CORP., RHINO
ENTERTAINMENT COMPANY and
WARNER MUSIC GROUP INC.

1 Dated: December 28, 2015

/s/ Helene M. Freeman
Helene M. Freeman, Esq.
PHILLIPS NIZER LLP
666 Fifth Avenue
New York, New York 10103
Attorney for Defendants
JAMES PATRICK PAGE,
ROBERT ANTHONY PLANT and
JOHN PAUL JONES

7 **Attestation Regarding Signatures**

8 The undersigned attests that all signatories listed, and on whose behalf this
9 filing is submitted, concur in this filing's content and have authorized its filing.

11 Dated: December 28, 2015

/s/ Peter J. Anderson
Peter J. Anderson, Esq.

14 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

17 Dated: December 28, 2015

Alicia G. Rosenberg
Hon. Alicia G. Rosenberg
UNITED STATES MAGISTRATE JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on [date] in the case of *Michael Skidmore, etc., v. Led Zeppelin, et al.*, Case No.
8 2:15-cv-03462 RGK (AGRx). I agree to comply with and to be bound by all the
9 terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any information
12 or item that is subject to this Stipulated Protective Order to any person or entity
13 except in strict compliance with the provisions of this Order.

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

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25
26 Signature: _____

27
28