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 and Euberah Jewelry, Co.  
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10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**  
 12

13 UNICOLORS, INC., a California  
 14 corporation,  
 15  
 Plaintiff,

16  
 17 v.

18 ANN’S TRADING CO., INC., a California  
 19 Corporation, individually and d/b/a “E &  
 K”; EUBERAH JEWELRY CO., an  
 20 Illinois Corporation; L’PATRICIA S.M.,  
 21 LLC, a Texas Limited Liability Company;  
 and DOES 1 through 10,  
 22  
 Defendants.  
 23

Case No. 2:15-cv-04275-GW (AJWx)

**ORDER TO STIPULATED  
 PROTECTIVE ORDER**

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1       **1.     PURPOSES AND LIMITATIONS**

2               **1.1    Stipulation and Acknowledgments**

3               Discovery in this Action is likely to involve production of confidential,  
4 proprietary, or private information for which special protection from public  
5 disclosure and from use for any purpose other than prosecuting this litigation may be  
6 warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter  
7 the following Stipulated Protective Order. The Parties acknowledge that this Order  
8 does not confer blanket protections on all disclosures or responses to discovery and  
9 that the protection it affords from public disclosure and use extends only to the  
10 limited information or items that are entitled to confidential treatment under the  
11 applicable legal principles. The Parties further acknowledge, as set forth in Section  
12 12.3 below, that this Stipulated Protective Order does not entitle them to file  
13 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
14 that must be followed and the standards that will be applied when a Party seeks  
15 permission from the court to file material under seal.

16               **1.2    Good Cause Statement**

17               This Action is likely to involve trade secrets, customer and pricing lists and  
18 other valuable research, development, commercial, financial, technical and/or  
19 proprietary information for which special protection from public disclosure and from  
20 use for any purpose other than prosecution of this Action is warranted. Such  
21 confidential and proprietary materials and information consist of, among other  
22 things, confidential business or financial information, information regarding  
23 confidential business practices, or other confidential research, development, or  
24 commercial information (including information implicating privacy rights of third  
25 parties), information otherwise generally unavailable to the public, or which may be  
26 privileged or otherwise protected from disclosure under state or federal statutes,  
27 court rules, case decisions, or common law. Accordingly, to expedite the flow of

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

12 2. DEFINITIONS

13 2.1 **Action:** *Unicolors, Inc. v. Ann’s Trading Co., Inc., et al*, Case No. 15-  
14 cv-04275-GW-AJW United States District Court for the Central District of  
15 California.

16 2.2 **Challenging Party:** a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 2.3 **“CONFIDENTIAL” Information or Items:** information (regardless  
19 of how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
21 Good Cause Statement.

22 2.4 **Counsel:** Outside Counsel of Record (as well as their support staff) and  
23 House Counsel (as well as their support staff).

24 2.5 **Designating Party:** a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES  
27 ONLY.”

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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 or as a consultant in this Action.

8           2.8    **“HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”**  
9 **Information or Items:** information (regardless of how it is generated, stored or  
10 maintained) or tangible things which are “CONFIDENTIAL” within the meaning of  
11 the definition of Section 2.3 above which are extremely sensitive such that the  
12 disclosure of which to another Party or Non-Party would create a substantial risk of  
13 serious harm that could not be avoided by less restrictive means, including but not  
14 limited to information the disclosures of which the Producing Party believes in good  
15 faith will cause harm to its business position. Disclosure of “HIGHLY  
16 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information or Items is limited to  
17 that as set forth in Section 7.3 below.

18           2.9    **House Counsel:** attorneys who are employees of a Party to this Action.  
19 House Counsel does not include Outside Counsel of Record or any other outside  
20 counsel.

21           2.10 **Non-Party:** any natural person, partnership, corporation, association, or  
22 other legal entity not named as a Party to this Action.

23           2.11 **Outside Counsel of Record:** attorneys who are not employees of a  
24 Party to this Action but are retained to represent or advise a Party to this Action and  
25 have appeared in this Action on behalf of that Party or are affiliated with a law firm  
26 which has appeared on behalf of that Party, and includes support staff.

1           2.12 **Party:** any Party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 support staff).

4           2.13 **Producing Party:** a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6           2.14 **Professional Vendors:** persons or entities that provide litigation  
7 support services (e.g., photocopying, court reporter, transcription, videotaping,  
8 translating, preparing exhibits or demonstrations, and organizing, storing, or  
9 retrieving data in any form or medium) and their employees and subcontractors.

10          2.15 **Protected Material:** any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEYS’  
12 EYES ONLY.”

13          2.16 **Receiving Party:** a Party that receives Disclosure or Discovery  
14 Material from a Producing Party.

15 **3. SCOPE**

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

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

23 **4. DURATION**

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

5 **5. DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

22 5.2 Manner and Timing of Designations. Except as otherwise provided in  
23 this Order (see, e.g., second section of Paragraph 5.2(a) below), or as otherwise  
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
25 under this Order must be clearly so designated before the material is disclosed or  
26 produced.

27 Designation in conformity with this Order requires:

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1 (a) for information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings), that the Producing Party affix at a minimum, the legend  
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES  
5 ONLY” (hereinafter “CONFIDENTIALITY legend”), to each page that contains  
6 protected material. If only a portion or portions of the material on a page qualifies for  
7 protection, the Producing Party also must clearly identify the protected portion(s)  
8 (e.g., by making appropriate markings in the margins).

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

21 (b) for testimony given in depositions that the Designating Party  
22 identify the Disclosure or Discovery Material on the record, before the close of the  
23 deposition all protected testimony.

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

1 protection, the Producing Party, to the extent practicable, shall identify the protected  
2 portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
4 failure to designate qualified information or items does not, standing alone, waive  
5 the Designating Party's right to secure protection under this Order for such material.  
6 Upon timely correction of a designation, the Receiving Party must make reasonable  
7 efforts to assure that the material is treated in accordance with the provisions of this  
8 Order.

9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
11 designation of confidentiality at any time that is consistent with the Court's  
12 Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process under Local Rule 37.1 et seq.

15 6.3 Burden of Persuasion. The burden of persuasion in any such challenge  
16 proceeding shall be on the Designating Party. Frivolous challenges, and those made  
17 for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
18 on other parties) may expose the Challenging Party to sanctions. Unless the  
19 Designating Party has waived or withdrawn the confidentiality designation, all  
20 parties shall continue to afford the material in question the level of protection to  
21 which it is entitled under the Producing Party's designation until the Court rules on  
22 the challenge.

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

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
25 disclosed or produced by another Party or by a Non-Party in connection with this  
26 Action only for prosecuting, defending, or attempting to settle this Action. Such  
27 Protected Material may be disclosed only to the categories of persons and under the

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1 conditions described in this Order. When the Action has been terminated, a  
2 Receiving Party must comply with the provisions of Paragraph 13 below (FINAL  
3 DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a  
5 location and in a secure manner that ensures that access is limited to the persons  
6 authorized under this Order.

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

11 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
12 as well as employees of said Outside Counsel of Record to whom it is reasonably  
13 necessary to disclose the information for this Action;

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

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

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

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

24 (g) the author or recipient of a document containing the information  
25 or a custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses ,and attorneys for witnesses, in  
27 the Action to whom disclosure is reasonably necessary provided: (1) the deposing

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1 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
2 they will not be permitted to keep any confidential information unless they sign the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
4 agreed by the Designating Party or ordered by the court. Pages of transcribed  
5 deposition testimony or exhibits to depositions that reveal Protected Material may be  
6 separately bound by the court reporter and may not be disclosed to anyone except as  
7 permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting  
9 personnel, mutually agreed upon by any of the parties engaged in settlement  
10 discussions.

11 7.3 Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES  
12 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
13 writing by the Designating Party, a Receiving Party may disclose any information or  
14 item designated “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” only  
15 to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
17 as well as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19 (b) Experts (as defined in Paragraph 2.7) to whom disclosure is  
20 reasonably necessary for this Action and who have signed the “Acknowledgment and  
21 Agreement to Be Bound” (Exhibit A);

22 (c) the Court and its personnel;

23 (d) court reporters and their staff;

24 (e) professional jury or trial consultants, mock jurors, and  
25 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
26 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
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1 (f) the author or recipient of a document containing the information  
2 or a custodian or the original source of the information;

3 (g) during their depositions, witnesses in the Action (and their  
4 attorneys) who are current employees or former employees who originated, authored  
5 or received a copy of the “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES  
6 ONLY” information of the Designating Party who have signed the  
7 “Acknowledgment and Agreement to Be Bound” in Exhibit A to this Protective  
8 Order, unless otherwise agreed by the Designating Party or ordered by the Court.  
9 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
10 Protected Material must be separately bound by the court reporter and may not be  
11 disclosed to anyone except as permitted under this Protective Order; and

12 (h) any mediator or settlement officer, and their supporting  
13 personnel, mutually agreed upon by any of the parties engaged in settlement  
14 discussions, who have signed the “Acknowledgment and Agreement to Be Bound”  
15 (Exhibit A).

16 (i) Any active sitting judge of the United States District Court and  
17 their supporting personnel are specifically exempt from the requirement to sign the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
20 **PRODUCED IN OTHER LITIGATION**

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

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

26 (b) promptly notify in writing the party who caused the subpoena or  
27 order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall include  
2 a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the Designating Party whose Protected Material may be affected.

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

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

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

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

24 (i) promptly notify in writing the Requesting Party and the  
25 Non-Party that some or all of the information requested is subject to a confidentiality  
26 agreement with a Non-Party;

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

4 (iii) make the information requested available for inspection by  
5 the Non-Party, if requested.

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

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

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

23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
24 **PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain  
26 inadvertently produced material is subject to a claim of privilege or other protection,  
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
2 may be established in an e-discovery order that provides for production without prior  
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
4 parties reach an agreement on the effect of disclosure of a communication or  
5 information covered by the attorney-client privilege or work product protection, the  
6 parties may incorporate their agreement in the stipulated protective order submitted  
7 to the court.

8 **12. MISCELLANEOUS**

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in this  
14 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
15 ground to use in evidence of any of the material covered by this Protective Order.

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

22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in paragraph 4, within 60  
24 days of a written request by the Designating Party, each Receiving Party must return  
25 all Protected Material to the Producing Party or destroy such material. As used in this  
26 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
27 summaries, and any other format reproducing or capturing any of the Protected

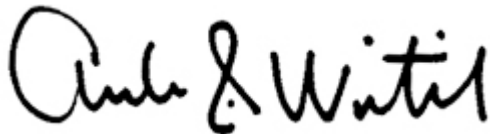
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1 Material. Whether the Protected Material is returned or destroyed, the Receiving  
2 Party must submit a written certification to the Producing Party (and, if not the same  
3 person or entity, to the Designating Party) by the 60 day deadline that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

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

17  
18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19 DATED: \_\_\_\_\_10/15/2015\_\_\_\_\_

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23 \_\_\_\_\_  
24 Honorable Andrew J. Wistrich  
25 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], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_[date] in the case of *Unicolors, Inc. v. Ann’s Trading Co., Inc., et al*, Case No. 15-cv-04275-GW-AJW, U.S. District Court Central District of California. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

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