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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

REYNALDO LOPEZ, an individual;  
EUNICE DELGADILLO, an  
individual; UMBERTO MENDOZA,  
an individual; and AVEIA  
TAUTOLO, an individual, on behalf  
of themselves and all others similarly  
situated,

Plaintiffs,

vs.

DELTA AIR LINES, INC., a  
Georgia corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No. 2:15-cv-07302-SVW (SSx)

**PROTECTIVE ORDER**

[Discovery Document: Referred to  
Magistrate Judge Suzanne H. Segal]

1     1.     PURPOSES AND LIMITATIONS

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

16           A.     GOOD CAUSE STATEMENT

17           This action is likely to involve proprietary business and confidential  
18 employee information for which special protection from public disclosure and from  
19 use for any purpose other than prosecution of this action is warranted.

20           Such confidential and proprietary materials and information consist of,  
21 among other things, confidential business, commercial or financial information  
22 (including information implicating privacy rights of third parties), private  
23 information of Defendant’s current and former employees who are not parties to  
24 this action (including information of these third parties regarding their health,  
25 medical, and/or disability status, information regarding their leaves of absence from  
26 employment, payroll records, employees’ private financial information (including  
27 private bank account numbers, W-2, and payroll information), and/or information  
28 regarding their separation from employment), that is otherwise generally

1 unavailable to the public, or which may be privileged or otherwise protected from  
2 disclosure under state or federal statutes, court rules, case decisions, or common  
3 law, and medical, personnel and/or financial information regarding the Plaintiffs,  
4 including such information otherwise generally unavailable to the public, or which  
5 may be privileged or otherwise protected from disclosure under state or federal  
6 statutes, court rules, case decisions, or common law.

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

17 **2. DEFINITIONS**

18 2.1 Action: this pending federal lawsuit.

19 2.2 Challenging Party: a Party or Non-Party that challenges the  
20 designation of information or items under this Protective Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for  
23 protection under Federal Rule of Civil Procedure 26(c), as specified above in the  
24 Good Cause Statement, and including, but not limited to, the names and contact  
25 information for putative class members.

26 2.4 Counsel (without qualifier): Outside Counsel of Record and House  
27 Counsel (as well as their support staff).

1           2.5    Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

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

8           2.7    Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
10 an expert witness or as a consultant in this Action.

11          2.8    House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14          2.9    Non-Party: any natural person, partnership, corporation, association, or  
15 other legal entity not named as a Party to this action.

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

20          2.11 Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

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

1           2.14 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL.”

3           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
4 Material from a Producing Party.

5       3.     SCOPE

6           The protections conferred by this Stipulation and Protective Order cover not  
7 only Protected Material (as defined above), but also (1) any information copied or  
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
9 compilations of Protected Material; and (3) any deposition testimony,  
10 conversations, or presentations by Parties or their Counsel that might reveal  
11 Protected Material. However, the protections conferred by this Stipulation and  
12 Protective Order do not cover the following information: (a) any information that is  
13 in the public domain at the time of disclosure to a Receiving Party or becomes part  
14 of the public domain after its disclosure to a Receiving Party as a result of  
15 publication not involving a violation of this Protective Order, including becoming  
16 part of the public record through trial or otherwise; and (b) any information known  
17 to the Receiving Party prior to the disclosure or obtained by the Receiving Party  
18 after the disclosure from a source who obtained the information lawfully and under  
19 no obligation of confidentiality to the Designating Party.

20           Any use of Protected Material at trial shall be governed by a separate  
21 agreement or order of the trial judge. This Order does not govern the use of  
22 Protected Material at trial.

23       4.     DURATION

24           Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Protective Order shall remain in effect until a Designating Party  
26 agrees otherwise in writing or a Court order otherwise directs. Final disposition  
27 shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
28 Action, with or without prejudice; and (2) final judgment herein after the

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

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in  
22 this Protective Order (see, e.g., second paragraph of section 5.2(a) below), or as  
23 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
24 protection under this Protective Order must be clearly so designated before the  
25 material is disclosed or produced.

26 Designation in conformity with this Protective Order requires:

27 (a) for information in documentary form (e.g., paper or electronic  
28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix at a minimum, the legend  
2 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
3 contains protected material. If only a portion or portions of the material on a page  
4 qualifies for protection, the Producing Party also must clearly identify the protected  
5 portion(s) (e.g., by making appropriate markings in the margins).

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

18 (b) for testimony given in depositions or in other pretrial or trial  
19 proceedings, that the Designating Party identify on the record, before the close of  
20 the deposition, hearing, or other proceeding, all protected testimony, or by advising  
21 the court reporter and all parties of such fact in writing at any time up to and  
22 including the seventh day after the date of receipt of the deposition transcript. The  
23 Parties agree that deposition testimony concerning material marked  
24 “CONFIDENTIAL” shall be deemed Protected Material encompassed within the  
25 Protective Order.

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

1 the legend “CONFIDENTIAL.” If only a portion or portions of the information or  
2 item warrant protection, the Producing Party, to the extent practicable, shall identify  
3 the protected portion(s).

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

7 7.2 Names and Contact Information of Putative Class Members. With  
8 respect to the names and contact information of putative class members produced  
9 subject to this Protective Order, and designated as “CONFIDENTIAL,” the  
10 following shall apply:

11 (a) Plaintiff’s counsel shall maintain the names and contact information of  
12 the putative class members as private and confidential;

13 (b) Plaintiff’s counsel agrees not to use the names and contact information  
14 of the putative class members to solicit or cause another to solicit any of the  
15 putative class members to assert any new claim, charge, or complaint of any kind  
16 whatsoever against Defendant or for any other purpose other than for the limited  
17 purpose of : (i) seeking information relevant to class certification issues, (ii)  
18 Plaintiff’s claims as set forth in the Complaint, and/or (iii) Defendant’s defenses to  
19 Plaintiff’s claims as set forth in Plaintiff’s Complaint.

20 (c) The names and contact information of the putative class members shall  
21 not be disclosed to Plaintiffs’ themselves. Rather, only Plaintiff’s counsel and  
22 those identified in subsection (d) of this section may view this information.

23 (d) The names and contact information of the putative class members shall  
24 not be disclosed by Plaintiffs’ counsel to any other person except the following: (a)  
25 the legal, clerical, paralegal, or other staff of Plaintiff’s counsel, who will abide by  
26 the terms of this Protective Order; (b) persons retained by Plaintiff’s counsel to  
27 furnish expert or consulting services or advice in this action, who will abide by the  
28 terms of this Protective Order; and (c) the Court and its personnel. The Parties

1 agree that this Paragraph, rather than Paragraph 7.3, shall apply to the disclosure of  
2 the names and contact information of the putative class members

3 7.3 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
4 otherwise ordered by the Court or permitted in writing by the Designating Party, or  
5 as separately set forth in Paragraph 7.2, a Receiving Party may disclose any  
6 information or item designated “CONFIDENTIAL” only to:

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

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

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

15 (d) the Court and its personnel;

16 (e) Outside court reporters and their staff;

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

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

22 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
24 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
25 (Exhibit A) hereto; and (2) they will not be permitted to keep any confidential  
26 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
27 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
28 Court. Pages of transcribed deposition testimony or exhibits to depositions that

1 reveal Protected Material may be separately bound by the court reporter and may  
2 not be disclosed to anyone except as permitted under this Stipulated Protective  
3 Order; and

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

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
7 IN OTHER LITIGATION

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

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

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

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

19 If the Designating Party timely seeks a protective order, the Party served with  
20 the subpoena or court order shall not produce any information designated in this  
21 action as “CONFIDENTIAL” before a determination by the court from which the  
22 subpoena or order issued, unless the Party has obtained the Designating Party’s  
23 permission. The Designating Party shall bear the burden and expense of seeking  
24 protection in that court of its confidential material and nothing in these provisions  
25 should be construed as authorizing or encouraging a Receiving Party in this Action  
26 to disobey a lawful subpoena issued in another action.

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

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

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

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

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

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

21 (c) If the Non-Party fails to object or seek a protective order from this  
22 Court within 14 days of receiving the notice and accompanying information, the  
23 Receiving Party may produce the Non-Party’s confidential information responsive  
24 to the discovery request. If the Non-Party timely seeks a protective order, the  
25 Receiving Party shall not produce any information in its possession or control that  
26 is subject to the confidentiality agreement with the Non-Party before a  
27 determination by the Court. Absent a Court order to the contrary, the Non-Party  
28 shall bear the burden and expense of seeking protection in this Court of its

1 Protected Material. Nothing in these provisions should be construed as authorizing  
2 or encouraging a Receiving Party in this action to disobey a lawful directive from  
3 another court.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15 PROTECTED MATERIAL

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

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Protective Order abridges the  
28 right of any person to seek its modification by the Court in the future. No

1 modifications by the Parties shall have the force or effect of a Court order unless  
2 the Court approves the modification.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
4 Protective Order no Party waives any right it otherwise would have to object to  
5 disclosing or producing any information or item on any ground not addressed in  
6 this Stipulated Protective Order. No reference in this Order to a specific category of  
7 documents, including but not limited to putative class member contact information,  
8 shall be deemed as an admission that such information is relevant or required to be  
9 produced in this case. Similarly, no Party waives any right to object on any ground  
10 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, and if confidential  
13 material is included in any documents to be filed in Court, such documents shall be  
14 accompanied by an application, pursuant to Local Rule 79-5.1, to file the  
15 documents – or the confidential portion thereof – under seal. The application shall  
16 be directed to the judge to whom the documents are directed. Pending the ruling on  
17 the application, the documents or portions thereof subject to the sealing application  
18 shall be lodged under seal. Local Rules 79-5.2 and 79-5.3 govern the disclosure of  
19 confidential Court records.

20 12.4 Agreement to Abide by the Protective Order’s Terms. The Parties  
21 understand and agree that during the time between their agreement on the terms of  
22 this Protective Order and when the Court approves the Protective Order that they  
23 will abide by the agreed-upon terms. In the event that the Court does not approve  
24 the Protective Order, the Parties understand and agree that they will nonetheless  
25 continue to honor the terms of the Protective Order.

26 13. FINAL DISPOSITION

27 After the final disposition of this Action, as defined in paragraph 4, within 60  
28 days of a written request by the Designating Party, each Receiving Party must

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

17 14. Any violation of this Order may be punished by any and all appropriate  
18 measures including, without limitation, contempt proceedings and/or monetary  
19 sanctions.

20 **IT IS SO ORDERED.**

21 Dated: December 30, 2015

22  
23 By: \_\_\_\_\_ /S/  
24 MAGISTRATE JUDGE SUZANNE H. SEGAL

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or  
6 type full address], declare under penalty of perjury that I have read in its entirety  
7 and understand the Stipulated Protective Order that was issued by the United States  
8 District Court for the Central District of California on \_\_\_\_\_ [date] in the  
9 case of *Reynaldo Lopez, et al. v. Delta Air Lines, Inc.*, Case No. 2:15-cv-07302-  
10 SVW-SS. I agree to comply with and to be bound by all the terms of this  
11 Stipulated Protective Order and I understand and acknowledge that failure to so  
12 comply could expose me to sanctions and punishment in the nature of contempt. I  
13 solemnly promise that I will not disclose in any manner any information or item  
14 that is subject to this Stipulated Protective Order to any person or entity except in  
15 strict compliance with the provisions of this Order.

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

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

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

26  
27 Printed name: \_\_\_\_\_

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