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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

CAPBRAN HOLDINGS, LLC, a
California LLC, and NUTRIBULLET,
LLC, a California LLC,

Plaintiffs,

v.

FIREMALL LLC, a New York LLC,
and MITCHEL BERKOWITZ, an
individual,

Defendants.

CASE NO. 2:16-cv-02980-DSF(AFMx)

**STIPULATED PROTECTIVE
ORDER¹**

Hon. Alexander F. MacKinnon

¹ This Stipulated Protective Order is based substantially on the model protective order provided under Magistrate Judge Alexander F. MacKinnon’s Procedures.

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary
3 or private information for which special protection from public disclosure and from
4 use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that
8 the protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles.

11
12 B. GOOD CAUSE STATEMENT

13 This action is likely to involve trade secrets, customer and pricing lists and other
14 valuable research, development, commercial, financial, technical and/or proprietary
15 information for which special protection from public disclosure and from use for
16 any purpose other than prosecution of this action is warranted. Such confidential
17 and proprietary materials and information consist of, among other things,
18 confidential business or financial information, information regarding confidential
19 business practices, or other confidential research, development, or commercial
20 information (including information implicating privacy rights of third parties),
21 information otherwise generally unavailable to the public, or which may be
22 privileged or otherwise protected from disclosure under state or federal statutes,
23 court rules, case decisions, or common law. Accordingly, to expedite the flow of
24 information, to facilitate the prompt resolution of disputes over confidentiality of
25 discovery materials, to adequately protect information the parties are entitled to
26 keep confidential, to ensure that the parties are permitted reasonable necessary uses
27 of such material in preparation for and in the conduct of trial, to address their
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1 handling at the end of the litigation, and serve the ends of justice, a protective order
2 for such information is justified in this matter. It is the intent of the parties that
3 information will not be designated as confidential for tactical reasons and that
4 nothing be so designated without a good faith belief that it has been maintained in a
5 confidential, non-public manner, and there is good cause why it should not be part
6 of the public record of this case.

7
8 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER
9 SEAL

10 The parties further acknowledge, as set forth in Section 12.3, below, that this
11 Stipulated Protective Order does not entitle them to file confidential information
12 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
13 and the standards that will be applied when a party seeks permission from the court
14 to file material under seal.

15 There is a strong presumption that the public has a right of access to judicial
16 proceedings and records in civil cases. In connection with non-dispositive motions,
17 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
18 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
19 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*
20 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
21 require good cause showing), and a specific showing of good cause or compelling
22 reasons with proper evidentiary support and legal justification, must be made with
23 respect to Protected Material that a party seeks to file under seal. The parties' mere
24 designation of Disclosure or Discovery Material as CONFIDENTIAL or HIGHLY
25 CONFIDENTIAL does not—without the submission of competent evidence by
26 declaration, establishing that the material sought to be filed under seal qualifies as
27 confidential, privileged, or otherwise protectable—constitute good cause.

1 Further, if a party requests sealing related to a dispositive motion or trial,
2 then compelling reasons, not only good cause, for the sealing must be shown, and
3 the relief sought shall be narrowly tailored to serve the specific interest to be
4 protected. *See Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir.
5 2010). For each item or type of information, document, or thing sought to be filed
6 or introduced under seal in connection with a dispositive motion or trial, the party
7 seeking protection must articulate compelling reasons, supported by specific facts
8 and legal justification, for the requested sealing order. Again, competent evidence
9 supporting the application to file documents under seal must be provided by
10 declaration.

11 Any document that is not confidential, privileged, or otherwise protectable in
12 its entirety will not be filed under seal if the confidential portions can be redacted.
13 If documents can be redacted, then a redacted version for public viewing, omitting
14 only the confidential, privileged, or otherwise protectable portions of the document,
15 shall be filed. Any application that seeks to file documents under seal in their
16 entirety should include an explanation of why redaction is not feasible.

17
18 **2. DEFINITIONS**

19 2.1 Action: this pending federal lawsuit, captioned *Capbran Holdings,*
20 *LLC and NutriBullet, LLC v. Firemall LLC and Mitchel Berkowitz*, Case No. 2:16-
21 *cv-02980-DSF(AFMx)*, proceeding before the Honorable U.S. District Judge Dale
22 S. Fischer, in the United States District Court for the Central District of California.

23 2.2 Challenging Party: a Party or Non-Party that challenges the
24 designation of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
26 how it is generated, stored or maintained) or tangible things that qualify for
27 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
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1 the Good Cause Statement.

2 2.4 “HIGHLY CONFIDENTIAL” Information or Items: information
3 (regardless of how it is generated, stored or maintained) or tangible things that
4 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
5 above in the Good Cause Statement, and the disclosure of which to a Party, even
6 subject to the terms governing Confidential Information under this Order, is likely
7 to cause competitive business injury.

8 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
9 their support staff).

10 2.6 Designating Party: a Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as
12 “CONFIDENTIAL.”

13 2.7 Disclosure or Discovery Material: all items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced
16 or generated in disclosures or responses to discovery in this matter.

17 2.8 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as
19 an expert witness or as a consultant in this Action.

20 2.9 House Counsel: attorneys who are employees of a party to this Action.
21 House Counsel does not include Outside Counsel of Record or any other outside
22 counsel.

23 2.10 Non-Party: any natural person, partnership, corporation, association or
24 other legal entity not named as a Party to this action.

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

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

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

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

11 2.15 Protected Material: any Disclosure or Discovery Material that is
12 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

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

15
16 3. SCOPE

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

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

24
25 4. DURATION

26 Once a case proceeds to trial, information that was designated as
27 CONFIDENTIAL, HIGHLY CONFIDENTIAL or maintained pursuant to this
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1 protective order used or introduced as an exhibit at trial becomes public and will be
2 presumptively available to all members of the public, including the press, unless
3 compelling reasons supported by specific factual findings to proceed otherwise are
4 made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81
5 (distinguishing “good cause” showing for sealing documents produced in discovery
6 from “compelling reasons” standard when merits-related documents are part of
7 court record). Accordingly, the terms of this protective order do not extend beyond
8 the commencement of the trial.

9
10 **5. DESIGNATING PROTECTED MATERIAL**

11 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

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

27 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
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1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
3 under this Order must be clearly so designated before the material is disclosed or
4 produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic
7 documents, but excluding transcripts of depositions or other pretrial or trial
8 proceedings), that the Producing Party affix at a minimum, the legend
9 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
10 CONFIDENTIAL” (hereinafter “HIGHLY CONFIDENTIAL legend), to each page
11 that contains protected material. If only a portion of the material on a page qualifies
12 for protection, the Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the margins).

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

26 (b) for testimony given in depositions that the Designating Party identifies
27 the Disclosure or Discovery Material on the record, before the close of the
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1 deposition all protected testimony.

2 (c) for information produced in some form other than documentary and for
3 any other tangible items, that the Producing Party affix in a prominent place on the
4 exterior of the container or containers in which the information is stored the legend
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions
6 of the information warrants protection, the Producing Party, to the extent
7 practicable, shall identify the protected portion(s).

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

14
15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court’s
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process under Local Rule 37-1 et seq.

21 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
22 joint stipulation pursuant to Local Rule 37-2.

23 6.4 The burden of persuasion in any such challenge proceeding shall be on
24 the Designating Party. Frivolous challenges, and those made for an improper
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
26 parties) may expose the Challenging Party to sanctions. Unless the Designating
27 Party has waived or withdrawn the confidentiality designation, all parties shall
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1 continue to afford the material in question the level of protection to which it is
2 entitled under the Producing Party's designation until the Court rules on the
3 challenge.

4
5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this
8 Action only for prosecuting, defending or attempting to settle this Action. Such
9 Protected Material may be disclosed only to the categories of persons and under the
10 conditions described in this Order. When the Action has been terminated, a
11 Receiving Party must comply with the provisions of section 13 below (FINAL
12 DISPOSITION).

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

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated
19 "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this Action, as
21 well as employees of said Outside Counsel of Record to whom it is reasonably
22 necessary to disclose the information for this Action;

23 (b) the officers, directors, and employees of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action;

25 (c) House Counsel of the Receiving Party;

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

2 (e) the court and its personnel;

3 (f) court reporters and their staff;

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

7 (h) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (i) during their depositions, witnesses, and attorneys for witnesses, in the
10 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
11 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
12 will not be permitted to keep any confidential information unless they sign the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
14 agreed by the Designating Party or ordered by the court. Pages of transcribed
15 deposition testimony or exhibits to depositions that reveal Protected Material may
16 be separately bound by the court reporter and may not be disclosed to anyone
17 except as permitted under this Stipulated Protective Order; and

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

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.
21 Unless otherwise ordered by the court or permitted in writing by the Designating
22 Party, a Receiving Party may disclose any information or item designated
23 “HIGHLY CONFIDENTIAL” only to:

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

27 (b) House Counsel of the Receiving Party;

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1 (c) Experts (as defined in this Order) of the Receiving Party, who is not an
2 employee of a Party, to whom disclosure is reasonably necessary for this Action
3 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
4 A);

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

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

10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information.

12
13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
14 IN OTHER LITIGATION

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

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

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

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

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

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

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

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

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

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

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

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

10
11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

20
21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other
25 protection, the obligations of the Receiving Parties are those set forth in Federal
26 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
27 whatever procedure may be established in an e-discovery order that provides for
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1 production without prior privilege review. Pursuant to Federal Rule of Evidence
2 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
3 of a communication or information covered by the attorney-client privilege or work
4 product protection, the parties may incorporate their agreement in the stipulated
5 protective order submitted to the court.

6
7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

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

16 12.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Local Civil Rule 79-5. Protected Material
18 may 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
23 13. FINAL DISPOSITION

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

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16 **14. VIOLATION**

17 Any violation of this Order may be punished by appropriate measures
18 including, without limitation, contempt proceedings and/or monetary sanctions.
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24 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**
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1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of _____
5 _____ [print or type full address], declare under penalty of perjury that I have read
6 in its entirety and understand the Stipulated Protective Order that was issued by the
7 United States District Court for the Central District of California on [date] in the
8 case of *Capbran Holdings, LLC v. Firemall, LLC*, Case No. 2:16-cv-02980-
9 DSF(AFMx). I agree to comply with and to be bound by all terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so
11 comply could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item
13 that is subject to this Stipulated Protective Order to any person or entity except in
14 strict compliance with the provisions of this Order. I further agree to submit to the
15 jurisdiction of the United States District Court for the Central District of California
16 for enforcing the terms of this Stipulated Protective Order, even if such
17 enforcement proceedings occur after termination of this action. I hereby appoint ____
18 _____ [print or type full name] of _____
19 _____ [print or type full address and telephone number] as my California agent for
20 service of process in connection with this action or any proceedings related to
21 enforcement of this Stipulated Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26
27 Signature: _____