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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10

11 JUAN FRIAS, et al.

12 Plaintiff,

13 vs.

14 CITY OF LOS ANGELES, et al.

15 Defendants.  
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AND CONSOLIDATED CASE.  
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) Case No. CV16-4626 PSG (SKx)  
) Consolidated with CV17-00827  
) *Hon Judge Philip S. Gutierrez; Crtm 6A*  
) *Hon Magistrate Judge Steve Kim*

) **[PROPOSED]**  
) **PROTECTIVE ORDER**

19  
20 1. INTRODUCTION

21 a. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of items defendants allege  
23 are confidential, proprietary, or private information for which special protection from  
24 public disclosure and from use for any purpose other than prosecuting this litigation may  
25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
26 the following Stipulated Protective Order. The parties acknowledge that this Order does  
27 not confer blanket protections on all disclosures or responses to discovery and that the  
28 protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable legal  
2 principles. The parties further acknowledge, as set forth in Section 11.3., below, that this  
3 Stipulated Protective Order does not entitle them to file confidential information under  
4 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
5 standards that will be applied when a party seeks permission from the court to file  
6 material under seal.

7 b. GOOD CAUSE STATEMENT

8 Plaintiff JUAN FRIAS, individually and as successor of interest on behalf of the  
9 estate of Cesar Frias, by and through his Counsel of Record, Plaintiff L.D., a minor, by  
10 and through her Guardian Ad Litem Desiree De Leon, individually and successor in  
11 interest to Cesar Frias, by and through her Counsel of Record, and Defendants CITY OF  
12 LOS ANGELES and ENRIQUE ANZALDO, by and through their Counsel of Record,  
13 conferred regarding the production of various documents. These include documents  
14 defendants contend are confidential and to be kept private:

- 15 1. Personnel Documents; any Complaints of Excessive Force and Discipline  
16 for Excessive Force (5 years) with respect to Officer Enrique Anzaldo.
- 17 2. Force Investigation Division (FID) Report regarding the force used  
18 against decedent Cesar Frias, except for any documents contained in the  
19 FID Report which, on their own, are not confidential, e.g. the arrest  
20 report, the 51.7 form, among other things.

21 Defendants contend the Force Investigation Division of the Los Angeles Police  
22 Department and the Internal Affairs and/or Complaint Investigators conduct internal  
23 administrative investigations of categorical officer-involved uses of force and internal  
24 complaints and external citizen complaints of police misconduct. In this above-captioned  
25 matter, the Force Investigation Division of the Los Angeles Police Department conducted  
26 an internal administrative investigation into the events of this underlying incident. Such  
27 information is obtained through the administrative investigation of this incident and are  
28 maintained as confidential peace officer personnel records and utilized for administrative

1 issues for any involved Officers. Defendants contend that a Protective Order is  
2 appropriate for the following Good Cause reasons:

3       Once completed, an FID report and/or Personnel Complaint Investigation is  
4 prepared. Such reports are reviewed by appropriate command officers in the Department  
5 and by the Board of Police Commissioners. This review has several purposes: (1) to  
6 determine whether the involved officers violated any Department policies or procedures;  
7 (2) to determine whether administrative discipline and/or retraining of the involved  
8 officers is necessary; (3) to ascertain if police policies and procedures in such areas as  
9 supervision, training, tactics, policies, etc.; should be modified. In sum, FID reports  
10 and/or Personnel Complaint Investigations are an essential aid to providing critical self-  
11 evaluation of Department officers and policies and to determine the most effective way to  
12 serve the citizens of Los Angeles.

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

23 **2.     DEFINITIONS**

24       2.1 Action: This pending lawsuit, *Juan Frias, et al. vs City of Los Angeles, et al.*  
25       2:16-cv-04626 PSG (SKx); and consolidated case *L.D., a minor, et al. vs.*  
26       *City of Los Angeles, et al.* CV17-00827 PSG (SKx).

27       2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
28       information or items under this Order.

- 1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
2 is generated, stored or maintained) or tangible things that qualify for  
3 protection under Federal Rule of Civil Procedure 26(c), as specified above in  
4 the Good Cause Statement.
- 5 2.4 Counsel: Counsel of Record and their support staff.
- 6 2.5 Designating Party: a Party or Non-Party that designates information or items  
7 that it produces in disclosures or in responses to discovery as  
8 “CONFIDENTIAL”.
- 9 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
10 medium or manner in which it is generated, stored, or maintained (including,  
11 among other things, testimony, transcripts, and tangible things), that are  
12 produced or generated in disclosures or responses to discovery in this  
13 manner.
- 14 2.7 Expert: a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to  
16 serve as an expert witness or as a consultant in this Action.
- 17 2.8 Non-Party: any natural person, partnership, corporation, association, or other  
18 legal entity not named as a Party to this action.
- 19 2.9 Outside Counsel of Record: attorneys who are not employees of a party to  
20 this Action but are retained to represent or advise a party to this Action and  
21 have appeared in this Action on behalf of that party, and includes support  
22 staff.
- 23 2.10 Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record  
25 (and their support staffs).
- 26 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
27 Material in this Action.  
28

1           2.12 Professional Vendors: persons or entities that provide litigation support  
2           services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3           demonstrations, and organizing, storing, or retrieving data in any form or  
4           medium) and their employees and subcontractors.

5           2.13 Protected Material: Any Disclosure or Discovery Material that is designated  
6           as “CONFIDENTIAL.” Pursuant to several meet and confers, in lieu of  
7           seeking Court Intervention, Defendants have agreed to Provide the  
8           Following Documents as “CONFIDENTIAL” materials:

9           A)    Personnel Documents regarding the subject matters of: 1) Excessive  
10          Force; 2) Disciplinary Actions; 3) Disciplinary Investigations; 4)  
11          Disciplinary Recommendations; and 5) Reprimands for the past five (5)  
12          years as follows:

13               a.    Internal Affairs Investigations of Complaints of Excessive Force  
14          for the past five (5) years with the understanding that any and all documents,  
15          summaries, Officer Statements and/or writings created during the above-  
16          listed Complaints, whether recorded or transcribed are protected;

17               b.    Any records revealing the result(s) of the use of forces described  
18          above within the past five (5) years.

19               c.    Any records of re-training regarding the uses of force described  
20          above.

21               d.    Any records of disciplinary action within the past five (5) years  
22          for uses of force described above.

23          B)    Force Investigation Division Documents Re: the underlying  
24          abovementioned lawsuit, as follows, except for any documents contained in  
25          the FID Report which, on their own, are not confidential documents, e.g. the  
26          arrest report, the 51.7 form, among others:

27               a.    Force Investigation Division Investigation Records;

1                   b. Any and all documents, interviews, Officer Statements and/or  
2 writings created during such Investigation, which include, but are not limited  
3 to, the following:

4                   Force Investigation Division Records

- 5                   • Interviews;
- 6                   • All Bodycam Footage of Involved Officers;
- 7                   • Officer Statements, whether written or recorded;
- 8                   • Legend w/diagram;
- 9                   • Pictures - Which coincide with an Officer(s) compelled statement  
10                   which were intended to reflect the Officer's stated or perception of  
11                   events;
- 12                   • Investigative Internal Narrative Memoranda;
- 13                   • All addenda

14                   This list is not exclusive, and also includes other materials later agreed-upon and/or  
15 ordered by the Court to be designated as Protected Material under this Protective Order.  
16 The inclusion of this list does not constitute an agreement by Plaintiffs that the  
17 CONFIDENTIAL designation is in fact appropriate for any of the aforementioned  
18 materials. Plaintiffs reserve all rights to challenge these and any other designations  
19 pursuant to the procedures set forth below in section 6 *et seq.*

20                   It must be noted that Defendants are producing the FID Investigation materials  
21 based upon the agreement of Counsel to enter into this Stipulation for Protective Order  
22 and are relying upon the good faith negotiations that have taken place this far in this  
23 litigation.

24                   2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from  
25 a Producing Party.

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1 3. SCOPE

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

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

9  
10 4. DURATION

11 Should any Protected Material become part of the public record at trial or  
12 otherwise (such as a where the Court denies the request to file under seal), this Protective  
13 Order shall no longer apply to such portions at Trial which became part of the public  
14 record, with the exception that all such material/documents, whether part of the public  
15 record or not, must still be returned in compliance with Section 12: Final Disposition.

16 Should any portion of the Protected Material remain confidential until trial, during  
17 any portion of the trial of this action which could entail the discussion or disclosure of  
18 Confidential Information, that Defendants may request the opportunity to show good  
19 cause to the Court as to why access to the courtroom should be limited to parties, their  
20 counsel and other designated representative, experts or consultants who agreed to be  
21 bound by this stipulation/protective order, and court personnel.

22 For all portions of the Protected Material after final disposition of the Trial,  
23 whether they became part of the public record or not, the confidentiality obligations by  
24 this Order shall remain in full effect.

25 Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
26 defenses in this Action, with or without prejudice; (2) In any event wherein any portion  
27 of this matter is remanded to State Court, refiled in State Court or severed from the  
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1 Federal matter and returned to State Court; and/or (3) final judgment herein after the  
2 completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this  
3 Action, including the time limits for filing any motions or applications for extension of  
4 time pursuant to applicable law.

5  
6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under  
9 this Order must take care to limit any such designation to specific material that qualifies  
10 under the appropriate standards. The Designating Party must designate for protection  
11 only those parts of material, documents, items, or oral or written communications that  
12 qualify so that other portions of the material, documents, items, or communications for  
13 which protection is not warranted are not swept unjustifiably within the ambit of this  
14 Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that  
15 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
16 to unnecessarily encumber the case development process or to impose unnecessary  
17 expenses and burdens on other parties).

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.

22 Designating the Protected Material listed above shall be accomplished by affixing  
23 to such document or writing a legend-Watermark, such as "Confidential," "Confidential  
24 Documents," "Confidential Material Subject to Protective Order," or words of similar  
25 effect with corresponding case number which shall cover each page. The documents and  
26 writings so designated, and all information derived therefrom shall be treated in  
27 accordance with the terms of this stipulation/protective order. Any party stamping-  
28 watermarking any of the Confidential Materials may not stamp-watermark the records in



1 such a way as to make any written portion of the records illegible. For testimony given in  
2 deposition, the Designating Party must so identify it before the close of the deposition  
3 and all such information cannot be questioned about unless under seal.

4       5.3   Inadvertent Failures to Designate.

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

10  
11   6.    CHALLENGING CONFIDENTIALITY DESIGNATIONS

12       6.1   Timing of Challenges.

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

15       6.2   Meet and Confer.

16       The Challenging Party shall initiate the dispute resolution process under Local  
17 Rule 37.1 et seq.

18       6.3   Burden of Persuasion

19       While the burden of persuasion in any such challenge proceeding shall be on the  
20 Designating Party, the challenging party must initiate their legal challenge with  
21 appropriate and applicable legal justification with support thereof. Frivolous challenges,  
22 and those made for an improper purpose (e.g., to harass or impose unnecessary expenses  
23 and burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
24 Designating Party has waived or withdrawn the confidentiality designation, all parties  
25 shall continue to afford the material in question the level of protection to which it is  
26 entitled under the Producing Party's designation until the Court rules on the challenge.

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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles.

3 A Receiving Party may use Protected Material that is disclosed or produced by  
4 another Party or by a Non-Party in connection with this Action only for prosecuting,  
5 defending, or attempting to settle this Action and no other matter. Such Protected  
6 Material may be disclosed only to the categories of persons and under the conditions  
7 described in this Order. When the Action has been terminated, a Receiving Party must  
8 comply with the provisions of section 12 below (FINAL DISPOSITION).

9 In the event only certain claims are severed and remanded to State Court, refiled in  
10 State Court or claims severed and remanded to State Court, then the Parties shall meet  
11 and confer pursuant to Local Rule 37-1 regarding the disposition of all materials  
12 produced pursuant to this Protective Order. In no event shall any documents provided  
13 pursuant to this Protective Order be utilized in any other case other than this underlying  
14 case. In the event that the parties are unable to reach an informal agreement, the Parties  
15 shall file an appropriate motion with the Court utilizing the joint stipulation procedures  
16 set forth in Local Rule 37-2, or if the time period to utilize Local Rule 37-1 is no longer  
17 applicable, then a joint motion shall be lodged with the Court.

18 In the event this entire matter is remanded to State Court or dismissed and refiled  
19 in State Court then all materials, including the FID Investigation as well as any other  
20 Court Ordered Documents provided pursuant to this Protective Order and all copies  
21 thereof shall be returned to the Offices of the Los Angeles City Attorney's Office, 6th  
22 Floor, City Hall East, Los Angeles, California 90012 for destruction/shredding no later  
23 than one (1) week after the case has been removed/terminated in this Court. All  
24 Confidential documentation provided to any person or party, pursuant to any provision  
25 hereof, also shall be returned to the City Attorney's Office.

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

1           7.2    Disclosure of “CONFIDENTIAL” Information or Items.

2           Unless otherwise ordered by the court or permitted in writing by the Designating  
3 Party, a Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

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

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

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

14           (d) the court and its personnel;

15           (e) court reporters and their staff;

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

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

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

1 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
2 Order, as such information must be under seal; and

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

5  
6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
7 OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation that  
9 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 shall  
12 include a copy of the subpoena or court order;

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

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

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

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1 9. UNAUTHORIZED DISCLOSURE OR PROTECTED MATERIAL

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

10  
11 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
12 PROTECTED MATERIAL

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

22  
23 11. MISCELLANEOUS

24 11.1 Right to Further Relief.

25 Nothing in this Order abridges the right of any person to seek its modification by  
26 the Court in the future.

27 11.2 Right to Assert Other Objections.

28 By stipulating to the entry of this Protective Order no Party waives any right it

1 otherwise would have to object to disclosing or producing any information or item on any  
2 ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any  
3 right to object on any ground to use in evidence of any of the material covered by this  
4 Protective Order.

#### 5 11.3 Filing Protected Material.

6 A Party that seeks to file under seal any Protected Material must comply with Civil  
7 Local Rule 79-5 *et seq.* Protected Material may only be filed under seal pursuant to a  
8 court order authorizing the sealing of the specific Protected Material at issue.

### 9 10 12. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in paragraph 4, within 20 days  
12 of a written request by the Designating Party, each Receiving Party must return all  
13 Protected Material to the Producing Party. As used in this subdivision, “all Protected  
14 Material” includes all copies, abstracts, compilations, summaries, and any other format  
15 reproducing or capturing any of the Protected Material.

16 Once the Protected Material is returned, the Receiving Party must submit a written  
17 certification to the Producing Party (and, if not the same person or entity, to the  
18 Designating Party) by the 20-day deadline that (1) identifies (by category, where  
19 appropriate) all the Protected Material that was returned and (2) affirms that the Receiving  
20 Party has not retained any copies, abstracts, compilations, summaries or any other format  
21 reproducing or capturing any of the Protected Material.

22 Notwithstanding this provision, Counsel are entitled to retain an archival copy of  
23 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
24 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
25 consultant and expert work product, even if such materials contain some references to  
26 Protected Material. Any such archival copies that contain or constitute Protected  
27 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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1 13. VIOLATIONS OF ORDER:

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

4  
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 Dated: October 16, 2017

THE SEHAT FIRM

7 By:       /S/ Cameron Sehat  
8 CAMERON SEHAT, ESQ.  
9 Attorneys for Plaintiff JUAN FRIAS

10 Dated: October 16, 2017

THE LAW OFFICE OF DALE K. GALIPO

11  
12 By:       /S/ Renee V. Masongsong  
13 DALE K. GALIPO, ESQ.  
14 RENEE V. MASONGSONG, ESQ.  
15 Attorneys for Plaintiff L.D., a minor, by and through  
16 her Guardian Ad Litem Desiree De Leon

17 Dated: October 16, 2017

MICHAEL N. FEUER, City Attorney  
THOMAS H. PETERS, Chief Assistant City Attorney  
CORY M. BRENTÉ, Supervising City Attorney

18  
19 By:       /S/ Christian R. Bojorquez  
20 CHRISTIAN R. BOJORQUEZ, Deputy City Attorney  
21 Attorneys for Defendants CITY OF LOS ANGELES and  
22 ENRIQUEZ ANZALDO

23  
24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25  
26 DATED: October 20, 2017



27 HON. STEVE KIM  
28 United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ **[full name]**, of \_\_\_\_\_  
5 [full address], declare under penalty of perjury that I have read in its entirety and  
6 understand the Stipulated Protective Order that was issued by the United States  
7 District Court for the Central District of California on [date] in the case of  
8 \_\_\_\_\_ **[insert case name and number]**. I agree to comply with and to be bound  
9 by all the terms of this Stipulated Protective Order and I understand and acknowledge  
10 that failure to so comply could expose me to sanctions and punishment in the nature of  
11 contempt. I solemnly promise that I will not disclose in any manner any information or  
12 item that is subject to this Stipulated Protective Order to any person or entity except in  
13 strict compliance with the provisions of this Order.

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

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

23  
24 City and State where signed: \_\_\_\_\_

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

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