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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

MAP COMPANY, etc.
Plaintiff,
vs.
LEBANESE ARAK CORP., etc., et al.
Defendants.

Case No.: 2:16-cv-05039-AB (RAOx)

**DISCOVERY MATTER
STIPULATED PROTECTIVE
ORDER¹**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve the production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver’s Procedures.

1 following Stipulated Protective Order (“Order”). The parties acknowledge that this
2 Order does not confer blanket protections on all disclosures or responses to discovery
3 and that the protection it affords from public disclosure and use extends only to the
4 limited information or items that are entitled to confidential treatment under
5 applicable legal principles.

6
7 **B. GOOD CAUSE STATEMENT**

8 Discovery in this action is likely to call for the disclosure of confidential and
9 proprietary financial materials and information for which special protection from
10 public disclosure and from use for any purpose other than prosecution of this action
11 is warranted. Such confidential and proprietary materials and information will likely
12 consist of, among other things, confidential business or financial information,
13 information regarding confidential business practices, the identification of customers,
14 customer pricing information, the parties’ respective costs and profits, and other
15 valuable commercial, financial and/or proprietary information (including information
16 implicating the privacy rights of third parties), information otherwise generally
17 unavailable to the public, or which may be privileged or otherwise protected from
18 disclosure under state or federal statutes, court rules, case decisions, or common law.

19 Accordingly, to expedite the flow of information, to facilitate the prompt
20 resolution of disputes over confidentiality of discovery materials, to adequately
21 protect information the parties are entitled to keep confidential, to ensure that the
22 parties are permitted reasonably necessary uses of such material in preparation for
23 and in the conduct of trial, to address their handling at the end of the litigation, and to
24 serve the ends of justice, a protective order for such information is justified in this
25 matter.

26 It is the intent of the parties that information will not be designated as
27 confidential for tactical reasons and that nothing will be so designated without a good
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1 faith belief that it has been maintained in a confidential, non-public manner, and that
2 there is good cause why it should not be part of the public record of this case.

3 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
4 **SEAL**

5 The parties acknowledge, as set forth in Section 12.3, below, that this Order
6 does not entitle them to file confidential information under seal. Local Civil Rule
7 79-5 sets forth the procedures that must be followed and the standards that will be
8 applied when a party seeks permission from the court to file material under seal.

9 The parties further acknowledge that there is a strong presumption that the
10 public has a right of access to judicial proceedings and records in civil cases. In
11 connection with non-dispositive motions, good cause must be shown to support a
12 filing under seal. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172,
13 1176 (9th Cir. 2006); *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th
14 Cir. 2002); *Makar-Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis.
15 1999) (even stipulated protective orders require good cause showing). A specific
16 showing of good cause or compelling reasons with proper evidentiary support and
17 legal justification must be made with respect to Protected Material that a party seeks
18 to file under seal. The parties' mere designation of Disclosure or Discovery Material
19 as CONFIDENTIAL does not— without the submission of competent evidence by
20 declaration, establishing that the material sought to be filed under seal qualifies as
21 confidential, privileged, or otherwise protectable—constitute good cause.

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

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

10
11 **2. DEFINITIONS**

12 2.1 Action: this pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
18 Good Cause Statement.

19 2.4 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
20 Items: extremely sensitive information the disclosure of which to another Party or
21 Non-Party would create a substantial risk of serious injury to the Producing Party.
22 Documents and information in one or more of the following categories shall qualify
23 for this designation: (i) documents or information a producing party uses in, or
24 pertaining to, its business, which constitutes, reflects or discloses a “trade secret” as
25 that term is defined in California Civil Code section 3426.1; (ii) documents or
26 information the disclosing party reasonably believes could cause harm to the
27 business operations of the disclosing party or provide an improper business or
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1 commercial advantage to others; (iii) information protected by a right of privacy
2 under federal or state law or any other applicable privilege or right related to
3 confidentiality or privacy; (iv) non-public damage-related information (e.g., the
4 number of products sold, total dollar value of sales of products, and profit margins);
5 (v) non-public financial information; (vi) customer lists; (vii) business and/or
6 marketing plans; (viii) price lists and/or pricing information; and (ix) information
7 obtained from a Non-Party pursuant to a current Non-Disclosure Agreement
8 (“NDA”).

9 2.5 Counsel: Outside Counsel of Record, Outside Counsel and House
10 Counsel, as well as their support staff.

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

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

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

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

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

26 2.11 Outside Counsel: attorneys, including support staff, who are not
27 employees of a party to this Action or an affiliate of a Party to this Action but are
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1 retained to represent or advise a party in connection with the prosecution or defense
2 of its claims or defenses

3 2.12 Outside Counsel of Record: attorneys who are not employees of a party
4 to this Action but are retained to represent or advise a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm that
6 has appeared on behalf of that party, and includes support staff.

7 2.13 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record, as well as
9 their support staffs.

10 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.15 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 2.16 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY”.

19 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material
20 from a Producing Party.

21
22 **3. SCOPE**

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

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

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5 **4. DURATION**

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

15
16 **5. DESIGNATING PROTECTED MATERIAL**

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

25 Mass, indiscriminate or routinized designations are prohibited. Designations
26 that are shown to be clearly unjustified or that have been made for an improper
27 purpose (e.g., to unnecessarily encumber the case development process or to impose
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1 unnecessary expenses and burdens on other parties) may expose the Designating
2 Party to sanctions. If it comes to a Designating Party's attention that information or
3 items that it designated for protection do not qualify for protection that Designating
4 Party must promptly notify all other Parties that it is withdrawing the inapplicable
5 designation.

6 5.2 Manner and Timing of Designations.

7 Except as otherwise provided in this Order (*see, e.g.*, the second paragraph of
8 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
9 Material that qualifies for protection under this Order must be clearly so designated
10 before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY"², as the
16 case may be (both hereinafter a "Confidentiality Legend"), to each page that contains
17 protected material. If only a portion of the material on a page qualifies for
18 protection, the Producing Party also must clearly identify the protected portion(s)
19 (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection
21 need not designate them for protection until after the inspecting Party has indicated
22 which documents it would like copied and produced. During the inspection and
23 before the designation, all of the material made available for inspection shall be
24 deemed "CONFIDENTIAL – ATTORNEYS' EYES ONLY". After the inspecting

25 _____
26 ² Similar designations (e.g., "HIGHLY CONFIDENTIAL—COUNSELS' EYES
27 ONLY") shall have the same force and effect as the "CONFIDENTIAL –
28 ATTORNEYS' EYES ONLY" designation.

1 Party has identified the documents it wants copied and produced, the Producing Party
2 must determine which documents, or portions thereof, qualify for protection under
3 this Order. Then, before producing the specified documents, the Producing Party
4 must affix the appropriate Confidentiality Legend to each page that contains
5 Protected Material. If only a portion of the material on a page qualifies for
6 protection, the Producing Party also must clearly identify the protected portion(s)
7 (e.g., by making appropriate markings in the margins).

8 (b) for testimony given in depositions, that the Designating Party
9 identify the Disclosure or Discovery Material and all protected testimony on the
10 record before the close of the deposition.

11 (c) for information produced in some form other than documentary and
12 for any tangible items, that the Producing Party affix in a prominent place on the
13 exterior of the container or containers in which the information is stored the
14 appropriate Confidentiality Legend. If only a portion or portions of the information
15 warrants protection, the Producing Party, to the extent practicable, shall identify the
16 protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
18 failure to designate qualified information or items does not, standing alone, waive the
19 Designating Party's right to secure protection under this Order for such material.
20 Upon timely correction of a designation, the Receiving Party must make reasonable
21 efforts to assure that the material is treated in accordance with the provisions of this
22 Order.

23 24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the Court's
27 Scheduling Order.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process under Local Rule 37.1 et seq.

3 6.3 The burden of persuasion in any such challenge proceeding shall be on
4 the Designating Party. Frivolous challenges, and those made for an improper
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
6 parties) may expose the Challenging Party to sanctions. Unless the Designating
7 Party has waived or withdrawn the confidentiality designation, all parties shall
8 continue to afford the material in question the level of protection to which it is
9 entitled under the Producing Party’s designation until the Court rules on the
10 challenge.

11
12 **7. ACCESS TO, AND USE OF, PROTECTED MATERIAL**

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Non-Party in connection with this
15 Action only for prosecuting, defending or attempting to settle this Action. Such
16 Protected Material may be disclosed only to the categories of persons and under the
17 conditions described in this Order. When the Action has been terminated, a
18 Receiving Party must comply with the provisions of Section 13 below (FINAL
19 DISPOSITION).

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

23 7.2 Disclosure of “CONFIDENTIAL – Attorneys’ Eyes Only” Information
24 or Items. Unless otherwise ordered by the court or permitted in writing by the
25 Designating Party, a Receiving Party may disclose any information or item
26 designated “CONFIDENTIAL – Attorneys’ Eyes Only” only to:

- 27 (a) the Court and its personnel;

1 (b) court reporters and their staff;
2 (c) the Receiving Party’s Outside Counsel of Record and Outside
3 Counsel in this Action, as well as their employees to whom it is reasonably necessary
4 to disclose the information for purposes in connection with the prosecution or
5 defense of this Action;

6 (d) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 “Acknowledgment and Agreement to Be Bound”, attached as Exhibit A (the
9 “Acknowledgement”);

10 (e) professional jury or trial consultants, mock jurors, and
11 Professional Vendors to whom disclosure is reasonably necessary for this Action and
12 who have signed the Acknowledgment;

13 (f) the author or recipient of a document containing the information
14 or a custodian or other person who otherwise possessed or knew the information;

15 (g) during their depositions, witnesses, and attorneys for witnesses, in
16 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
17 party requests that the witness sign the Acknowledgement; and (2) they will not be
18 permitted to keep any confidential information unless they sign the
19 Acknowledgment, unless otherwise agreed by the Designating Party or ordered by
20 the court. Pages of transcribed deposition testimony or exhibits to depositions that
21 reveal Protected Material shall be separately bound by the court reporter and may not
22 be disclosed to anyone except as permitted under this Order; and

23 (h) any mediator or settlement officer, and their supporting
24 personnel, mutually agreed upon by any of the parties engaged in settlement
25 discussions.

26 7.3 Disclosure of “CONFIDENTIAL” Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
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1 Receiving Party may disclose any information or item designated
2 “CONFIDENTIAL” only to:

3 (a) those persons and classes of persons described in Sections 7.2(a)
4 through (h), above; and

5 (b) no more than three officers, directors, and employees (including
6 House Counsel) of the Receiving Party to whom disclosure is reasonably necessary
7 for purposes of prosecuting, defending or settling this Action and who have signed
8 the Acknowledgement.

9
10 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
11 **PRODUCED IN OTHER LITIGATION**

12 If a Party is served with a subpoena or a court order issued in other litigation
13 that compels disclosure of any information or items designated in this Action as
14 Protected Material that Party must:

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

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

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

23 If the Designating Party timely seeks a protective order, the Party served with
24 the subpoena or court order shall not produce any Protected Material before a
25 determination by the court from which the subpoena or order issued, unless the Party
26 has obtained the Designating Party’s permission. The Designating Party shall bear
27 the burden and expense of seeking protection in that court of its confidential material
28 and nothing in these provisions should be construed as authorizing or encouraging a

1 Receiving Party in this Action to disobey a lawful directive from another court.

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3 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
4 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

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

1 of seeking protection in this court of its Protected Material.

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

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

11 **11. 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,
15 the 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
20 information covered by the attorney-client privilege or work product protection, the
21 parties may incorporate their agreement into this Order.

22
23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
25 person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Order, no Party waives any right it otherwise would have to object to disclosing or
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1 producing any information or item on any ground not addressed in this Order.
2 Similarly, no Party waives any right to object on any ground to use in evidence of
3 any of the material covered by this Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
6 only be filed under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party’s request to file Protected Material
8 under seal is denied by the court, then the Receiving Party may file the information
9 in the public record unless otherwise instructed by the court.

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11 **13. FINAL DISPOSITION**

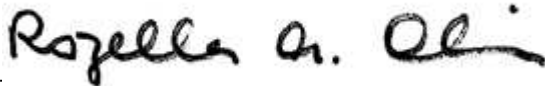
12 After the final disposition of this Action, as defined in Section 4, within 60
13 days of a written request by the Designating Party, each Receiving Party must at its
14 option, return all Protected Material to the Producing Party or destroy such material.
15 As used in this subdivision, “all Protected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

3
4 **14. VIOLATION**

5 Any violation of this Order may be punished by appropriate measures
6 including, without limitation, contempt proceedings and/or monetary sanctions.

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8 Dated: May 26, 2017



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10 Hon. Rozella A. Oliver
11 United States Magistrate Judge
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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of
5 perjury that I have read in its entirety and understand the Stipulated Protective Order
6 (the “Order”) that was issued by the United States District Court for the Central
7 District of California on _____ [insert date] in the case of MAP
8 Company, etc. v. Lebanese Arak Corp., etc., et al., U.S.D.C. Case No. 16-cv-05039-
9 AB (RAOx). I agree to comply with and to be bound by all the terms of the Order
10 and I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will
12 not disclose in any manner any information or item that is subject to the Order to any
13 person or entity except in strict compliance with the provisions of the Order. I
14 further agree to submit to the jurisdiction of the United States District Court for the
15 Central District of California for enforcing the terms of the Order, even if such
16 enforcement proceedings occur after termination of this action.

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and
19 telephone number] as my California agent for service of process in connection with
20 this action or any proceedings related to enforcement of this Stipulated Protective
21 Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____

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