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

HELEINE TCHAYOU, ISAAC
KEUNANG, LINE MARQUISE
FOMING, and ESTATE OF CHARLY
LEUNDEU KEUNANG, by and through
LINE MARQUISE FOMING, as
Administrator,

Plaintiffs,

vs.

CITY OF LOS ANGELES, CHAND
SYED, FRANCISCO MARTINEZ,
DANIEL TORRES, and JOSHUA
VOLASGIS,

Defendants.

Case No. CV16-06073 TJH (MRWx)
Assigned to Hon. Terry J. Hatter
Courtroom 550

**STIPULATED PROTECTIVE
ORDER**

1. INTRODUCTION

a. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of items defendants allege are confidential, proprietary, or private information for which special protection from

1 public disclosure and from use for any purpose other than prosecuting this litigation may
2 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
3 the following Stipulated Protective Order. The parties acknowledge that this Order does
4 not confer blanket protections on all disclosures or responses to discovery and that the
5 protection it affords from public disclosure and use extends only to the limited
6 information or items that are entitled to confidential treatment under the applicable legal
7 principles. The parties further acknowledge, as set forth in Section 11.3., below, that this
8 Stipulated Protective Order does not entitle them to file confidential information under
9 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
10 standards that will be applied when a party seeks permission from the court to file
11 material under seal.

12 b. GOOD CAUSE STATEMENT

13 Plaintiff HELEINE TCHAYOU, ISAAC KEUNANG, LINE MARQUISE
14 FOMING, and ESTATE OF CHARLY LEUNDEU KEUNANG, by and through LINE
15 MARQUISE FOMING, as Administrator, by and through their Counsel of Record,
16 Defendants CITY OF LOS ANGELES, CHAND SYED, FRANCISCO MARTINEZ,
17 DANIEL TORRES, JOSHUA VOLASGIS by and through their Counsel of Record,
18 conferred regarding the production of various documents.

19
20 ***Plaintiffs' Statement of Good Cause:***

21 This is a civil rights action in which Plaintiffs allege that the Defendant Officers
22 dragged Charly Leundeu Keunang—an unarmed homeless man—out of his tent,
23 repeatedly tased him, beat him, and then shot him to death at point blank range. The
24 killing of Mr. Keunang occurred in broad daylight and in full view of numerous
25 witnesses, and was captured on videotape and seen by millions of people around the
26 world. Plaintiffs allege that Defendants had reason to suspect that Mr. Keunang suffered
27 from mental illness but failed and refused to assess his mental state and risk factors or
28 otherwise intervene in such a way as to protect him and the public. Mr. Keunang's

1 surviving mother, father, and sister, who are each Plaintiffs in this action, seek damages
2 that include their humiliation, hardship, anxiety, indignity, and severe mental and
3 emotional anguish resulting from the killing of their son and brother.¹

4 Good cause exists for the entry of a protective order in this case because
5 Defendants will almost certainly seek sensitive personal information such as Plaintiffs'
6 medical records and Charly Keunang's mental health and prison records. Public access
7 to such confidential documents would constitute a serious invasion of privacy and cause
8 Plaintiffs further embarrassment and humiliation.

9
10 ***Defendants' Statement of Good Cause:***

11 Defendants contend the Force Investigation Division of the Los Angeles Police
12 Department and the Internal Affairs and/or Complaint Investigators conduct internal
13 administrative investigations of categorical officer-involved uses of force and internal
14 complaints and external citizen complaints of police misconduct. In this above-captioned
15 matter, the Force Investigation Division of the Los Angeles Police Department conducted
16 an internal administrative investigation into the events of this underlying incident. FID
17 has also collected involved Officers' Body Camera Footage of what took place during the
18 underlying incident. Such information is obtained through the administrative
19 investigation of this incident and are maintained as confidential peace officer personnel
20 records and utilized for administrative issues for any involved Officers. Defendants
21 contend that a Protective Order is appropriate for the following Good Cause reasons:

22 Once completed, an FID report and/or Personnel Complaint Investigation is
23 prepared. Such reports are reviewed by appropriate command officers in the Department
24 and by the Board of Police Commissioners. This review has several purposes: (1) to
25 determine whether the involved officers violated any Department policies or procedures;
26 (2) to determine whether administrative discipline and/or retraining of the involved
27 officers is necessary; (3) to ascertain if police policies and procedures in such areas as

28 ¹ The Estate of Charly Leundeu Keunang is the fourth Plaintiff in this action.

1 supervision, training, tactics, policies, etc.; should be modified. In sum, FID reports
2 and/or Personnel Complaint Investigations are an essential aid to providing critical self-
3 evaluation of Department officers and policies and to determine the most effective way to
4 serve the citizens of Los Angeles.

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

15
16 2. DEFINITIONS

17 2.1 Action: This pending lawsuit, Heleine Tchayou, et al. v. City of Los Angeles,
18 et al. 2:16-cv-06073 TJH (MRWx)

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

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

25 2.4 Counsel: Counsel of Record and their support staff.

26 2.5 Designating Party: a Party or Non-Party that designates information or items
27 that it produces in disclosures or in responses to discovery as
28 “CONFIDENTIAL”.

1 2.6 Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are
4 produced or generated in disclosures or responses to discovery in this
5 manner.

6 2.7 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to
8 serve as an expert witness or as a consultant in this Action.

9 2.8 Non-Party: any natural person, partnership, corporation, association, or other
10 legal entity not named as a Party to this action.

11 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
12 this Action but are retained to represent or advise a party to this Action and
13 have appeared in this Action on behalf of that party, and includes support
14 staff.

15 2.10 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record
17 (and their support staffs).

18 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
19 Material in this Action.

20 2.12 Professional Vendors: persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or
23 medium) and their employees and subcontractors.

24 2.13 Protected Material: Any Disclosure or Discovery Material that is designated
25 as “CONFIDENTIAL.” Pursuant to several meet and confers, in lieu of seeking Court
26 Intervention, Defendants have agreed to Provide the Following Documents as
27 “CONFIDENTIAL” materials:
28

1 A) Force Investigation Division Documents Re: the underlying
2 abovementioned lawsuit, as follows, except for any documents contained in
3 the FID Report which, on their own, are not confidential documents, e.g. the
4 arrest report, the 51.7 form, among others:

5 a. Force Investigation Division Investigation Records;

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

9 Force Investigation Division Records

10 - Interviews;

11 - All Bodycam Footage of Involved Officers;

12 - Officer Statements, whether written or recorded;

13 - Legend w/diagram;

14 - Pictures - Which coincide with an Officer(s) compelled statement
15 which were intended to reflect the Officer's stated or perception of
16 events;

17 - Investigative Internal Narrative Memoranda;

18 This list is not exclusive, and also includes other materials later agreed-upon and/or
19 ordered by the Court to be designated as Protected Material under this Protective Order.

20 The inclusion of this list does not constitute an agreement by Plaintiffs that the
21 CONFIDENTIAL designation is in fact appropriate for any of the aforementioned
22 materials. Plaintiffs reserve all rights to challenge these and any other designations
23 pursuant to the procedures set forth below in section 6 *et seq.*

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

1 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from
2 a Producing Party.

3
4 3. SCOPE

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

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

12
13 4. DURATION

14 Should any Protected Material become part of the public record at trial or
15 otherwise (such as a where the Court denies the request to file under seal), this Protective
16 Order shall no longer apply to the portions which became part of the public record at trial
17 with the exception that any such material must still be returned in compliance with
18 Section 12: Final Disposition.

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

25 For all portions of the Protected Material which remain confidential, after final
26 disposition, the confidentiality obligations by this Order shall remain in effect.

27 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
28 defenses in this Action, with or without prejudice; (2) In any event wherein any portion

1 of this matter is remanded to State Court, refiled in State Court or severed from the
2 Federal matter and returned to State Court; and/or (3) final judgment herein after the
3 completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this
4 Action, including the time limits for filing any motions or applications for extension of
5 time pursuant to applicable law.

6
7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

22 **5.2 Manner and Timing of Designations.**

23 Designating the Protected Material listed above shall be accomplished by affixing
24 to such document or writing a legend, such as "Confidential," "Confidential Documents,"
25 "Confidential Material Subject to Protective Order" or words of similar effect with
26 corresponding case number. The documents and writings so designated, and all
27 information derived therefrom shall be treated in accordance with the terms of this
28 stipulation/protective order. Any party stamping any of the Confidential Materials may

1 not stamp the records in such a way as to make any written portion of the records
2 illegible. If only a portion or portions of the material on a page qualifies for protection,
3 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
4 appropriate markings in the margins). For testimony given in deposition, the Designating
5 Party must so identify it before the close of the deposition.

6 5.3 Inadvertent Failures to Designate.

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

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges.

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

16 6.2 Meet and Confer.

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

19 6.3 Burden of Persuasion

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

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 the event that the parties are unable to
13 reach an informal agreement, the Parties shall file an appropriate motion with the Court
14 utilizing the joint stipulation procedures set forth in Local Rule 37-2.

15 In the event this entire matter is remanded to State Court or dismissed and refiled
16 in State Court then all materials, including the FID Investigation as well as any other
17 Court Ordered Documents provided pursuant to this Protective Order and all copies
18 thereof shall be returned to the Offices of the Los Angeles City Attorney's Office, 6th
19 Floor, City Hall East, Los Angeles, California 90012 for destruction/shredding. All
20 Confidential documentation provided to any person or party, pursuant to any provision
21 hereof, also shall be returned to the City Attorney's Office.

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

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

26 Unless otherwise ordered by the court or permitted in writing by the Designating
27 Party, a Receiving Party may disclose any information or item designated
28 "CONFIDENTIAL" only to:

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

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

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

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

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

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

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

26 (i) any mediator or settlement officer, and their supporting personnel, mutually
27 agreed upon by any of the parties engaged in settlement discussions.
28

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

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

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

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

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

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

22 9. UNAUTHORIZED DISCLOSURE OR PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
26 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
27

1 all unauthorized copies of the Protected Material, (c) inform the person or persons to
2 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
3 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
4 that is attached hereto as Exhibit A.

5
6 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
7 PROTECTED MATERIAL

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

17 11. MISCELLANEOUS

18 11.1 Right to Further Relief.

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

21 11.2 Right to Assert Other Objections.

22 By stipulating to the entry of this Protective Order no Party waives any right it
23 Otherwise would have to object to disclosing or producing any information or item on
24 any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
25 any right to object on any ground to use in evidence of any of the material covered by this
26 Protective Order.

27 11.3 Filing Protected Material.

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

7
8 **12. FINAL DISPOSITION**

9 After the final disposition of this Action, as defined in paragraph 4, within 60 days
10 of a written request by the Designating Party, each Receiving Party must return all
11 Protected Material to the Producing Party or destroy such material. As used in this
12 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
13 summaries, and any other format reproducing or capturing any of the Protected Material.
14 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
15 a written certification to the Producing Party (and, if not the same person or entity, to the
16 Designating Party) by the 60-day deadline that (1) identifies (by category, where
17 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
18 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
19 any other format reproducing or capturing any of the Protected Material.

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

26 ///

27 ///

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 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5
6 Dated: February 24, 2017 HADSELL STORMER & RENICK LLP

7
8 By: /s/ - Brian Olney
9 BRIAN OLNEY, ESQ.

10 Attorneys for Plaintiffs HELEINE TCHAYOU, ISAAC
11 KEUNANG, LINE MARQUISE FOMING, and
12 ESTATE OF CHARLY LEUNDEU KEUNANG, by and
through LINE MARQUISE FOMING, as Administrator,

13 Dated: February 24, 2017 MICHAEL N. FEUER, City Attorney
14 THOMAS H. PETERS, Chief Assistant City Attorney
15 CORY M. BRENTÉ, Supervising City Attorney

16 By: /S/ Christian R. Bojorquez
17 CHRISTIAN R. BOJORQUEZ, Deputy City Attorney
18 Attorneys for Defendants CITY OF LOS ANGELES,
19 FRANCISCO MARTINEZ, CHAND SYED, and
20 DANIEL TORRES

21 Dated: February 24, 2017 JONES & MAYER

22 By: /S/ James R. Touchstone
23 JAMES R. TOUCHSTONE, ESQ.
24 Attorney for Defendant JOSHUA VOLASGIS

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26 DATED: February 27, 2017

27 
28 HON. MICHAEL R. WILNER
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
9 bound by all the terms of this Stipulated Protective Order and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and punishment
11 in the nature of contempt. I solemnly promise that I will not disclose in any manner
12 any information or item that is subject to this Stipulated Protective Order to any
13 person or entity except in strict compliance with the provisions of this Order.
14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ **[full**
18 **name]** of _____ **[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 Date: _____

23 City and State where signed: _____

24 Printed name: _____

25 Signature: _____
26
27
28