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

LODESTAR ANSTALT, a
Lichtenstein company,

Plaintiff,

vs.

BACARDI & COMPANY LIMITED, a
Lichtenstein company, BACARDI
U.S.A., INC., a Delaware corporation,
and BACARDI LIMITED, a Bermuda
company,

Defendants.

BACARDI & COMPANY LIMITED, a
Lichtenstein company, BACARDI
U.S.A., INC., a Delaware corporation,
and BACARDI LIMITED, a Bermuda
company,

Counterclaimants,

v.

LODESTAR ANSTALT, a Lichtenstein
company,

Counterclaim
Defendant.

Case No. 2:16:-cv-06411-CAS-FFMx

DISCOVERY MATTER

**~~[PROPOSED]~~ STIPULATED
PROTECTIVE ORDER**

Magistrate: Hon. Frederick F. Mumm

Action Filed: August 25, 2016

1 **1. A. PURPOSE AND LIMITS OF THIS ORDER**

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

15 **B. GOOD CAUSE STATEMENT**

16 This action is likely to involve valuable research, development, commercial,
17 financial, technical and/or proprietary information for which special protection from
18 public disclosure and from use for any purpose other than prosecution of this action
19 is warranted. Such confidential and proprietary materials and information consist of,
20 among other things, confidential business or financial information, information
21 regarding confidential business practices, or other confidential research,
22 development, or commercial information (including information implicating privacy
23 rights of third parties), information otherwise generally unavailable to the public, or
24 which may be privileged or otherwise protected from disclosure under state or
25 federal statutes, court rules, case decisions, or common law. Accordingly, to
26 expedite the flow of information, to facilitate the prompt resolution of disputes over
27 confidentiality of discovery materials, to adequately protect information the parties
28 are entitled to keep confidential, to ensure that the parties are permitted reasonable

1 necessary uses of such material in preparation for and in the conduct of trial, to
2 address their handling at the end of the litigation, and serve the ends of justice, a
3 protective order for such information is justified in this matter. It is the intent of the
4 parties that information will not be designated as confidential for tactical reasons and
5 that nothing be so designated without a good faith belief that it has been maintained
6 in a confidential, non-public manner, and there is good cause why it should not be
7 part of the public record of this case.

8 **2. DEFINITIONS**

9 2.1 Action: this pending federal law suit.

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation
11 of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
13 how it is generated, stored or maintained) or tangible things that qualify for
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
15 Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
17 their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS EYES
21 ONLY.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless
23 of the medium or manner in which it is generated, stored, or maintained (including,
24 among other things, testimony, transcripts, and tangible things), that are produced or
25 generated in disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as
28 an expert witness or as a consultant in this Action.

1 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY”

2 Information or Items: information (regardless of how it is generated, stored or
3 maintained) or tangible things that qualify for protection under Federal Rule of Civil
4 Procedure 26(c), and as specified above in the Good Cause Statement the disclosure
5 of which to the other Party would, in the good faith judgment of the Designating
6 Party, be detrimental to the conduct of that party’s business or the business of any of
7 that party’s customers or clients.

8 2.9 House Counsel: attorneys who are employees of a party to this Action.

9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.10 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.11 Outside Counsel of Record: attorneys who are not employees of a party
14 to this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm which
16 has appeared on behalf of that party, and includes support staff.

17 2.12 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.14 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.15 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS
28 EYES ONLY.”

1 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 **3. SCOPE**

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

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

11 **4. DURATION**

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs. Final disposition shall be
15 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
16 or without prejudice; and (2) final judgment herein after the completion and
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
18 including the time limits for filing any motions or applications for extension of time
19 pursuant to applicable law.

20 **5. DESIGNATING PROTECTED MATERIAL**

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under this
23 Order as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES
24 ONLY” must take care to limit any such designation to specific material that qualifies
25 under the appropriate standards. The Designating Party must designate for protection
26 only those parts of material, documents, items, or oral or written communications that
27 qualify so that other portions of the material, documents, items, or communications

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1 for which protection is not warranted are not swept unjustifiably within the ambit of
2 this Order.

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

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

11 5.2 Manner and Timing of Designation. Except as otherwise provided in
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
14 under this Order must be clearly so designated before the material is disclosed or
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix at a minimum, the legend
20 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY"
21 to each page that contains protected material. If only a portion or portions of the
22 material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

25 A Party or Non-Party that makes original documents available for inspection
26 need not designate them for protection until after the inspecting Party has indicated
27 which documents it would like copied and produced. During the inspection and
28 before the designation, all of the material made available for inspection shall be

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

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

12 (c) for information produced in some form other than documentary and
13 for any other tangible items, that the Producing Party affix in a prominent place on
14 the exterior of the container or containers in which the information is stored the
15 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS EYES
16 ONLY.” If only a portion or portions of the information warrants protection, the
17 Producing Party, to the extent practicable, shall identify the protected portion(s).

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

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.

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1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
2 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 purpose
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived
7 or withdrawn the confidentiality designation, all parties shall continue to afford the
8 material in question the level of protection to which it is entitled under the Producing
9 Party's designation until the Court rules on the challenge.

10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending, or attempting to settle this Action, and for no
14 other purpose at any time. Such Protected Material may be disclosed only to the
15 categories of persons and under the conditions described in this Order, all of whom
16 are also barred from using the Protected Material for any purpose other than this
17 Action. When the Action has been terminated, a Receiving Party must comply with
18 the provisions of section 13 below (FINAL DISPOSITION).

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

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
23 otherwise ordered by the court or permitted in writing by the Designating Party, a
24 Receiving Party may disclose any information or item designated
25 "CONFIDENTIAL" only to:

- 26 (a) the Court and its personnel under seal;
27 (b) the Receiving Party's Outside Counsel of Record in this Action,
28 as well as employees of said Outside Counsel of Record to whom it is reasonably

1 necessary to disclose the information for this Action;

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

4 (d) court reporters and their staff;

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

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

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

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

21 (i) such other individuals as the Parties may stipulate or the Court
22 may order.

23 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY EYES
24 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
25 writing by the Designating Party, a Receiving Party may disclose any information or
26 item designated “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” only to:

27 (a) the Court and its personnel under seal;

28 (b) the Receiving Party’s Outside Counsel of Record in this Action,

1 as well as employees of said Outside Counsel of Record to whom it is reasonably
2 necessary to disclose the information for this Action;

3 (c) court reporters and their staff;

4 (d) the author or recipient of a document containing the information
5 or a custodian or other person who otherwise possessed or knew the information; and

6 (e) such other individuals as the Parties may stipulate or the Court
7 may order.

8 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
9 CONFIDENTIAL – ATTORNEY EYES ONLY” Protected Material to House
10 Counsel or Experts. Unless agreed to in writing by the Designating Party:

11 (a) A Party seeking to disclose to House Counsel any information or
12 item designated “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” must
13 first make a written request to the Designating Party identifying the full name of the
14 House Counsel, the city, state, and country of such counsel’s residence, and such
15 counsel’s current and reasonably foreseeable future primary job duties and
16 responsibilities in sufficient detail to determine present or potential involvement in
17 any competitive decision-making.

18 (b) A Party seeking to disclose to an Expert retained by Outside
19 Counsel of Record any information or item that has been designated “HIGHLY
20 CONFIDENTIAL – ATTORNEY EYES ONLY” must first make a written request to
21 the Designating Party that (1) identifies the general categories of “HIGHLY
22 CONFIDENTIAL – ATTORNEY EYES ONLY” information that the receiving party
23 seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert
24 and the city, state, and country of his or her primary residence, (3) attaches a copy of
25 the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5)
26 identifies each person or entity from whom the Expert has received compensation or
27 funding for work in his or her areas of expertise (including in connection with
28 litigation) in the past five years, and (6) identifies (by name and number of the case,

1 filing date, and location of court) any litigation where the Expert has offered expert
2 testimony, including by declaration, report or testimony at deposition or trial, in the
3 past five years. If the Expert believes any of this information at (4) – (6) is subject to
4 a confidentiality obligation to a third party, then the Expert should provide whatever
5 information the Expert believes can be disclosed without violating any confidentiality
6 agreements, and the party seeking to disclose the information to the Expert shall be
7 available to meet and confer with the designator regarding any such confidentiality
8 obligations.

9 (c) A Party that makes a request and provides the information
10 specified in paragraphs 7.4(a) or 7.4(b) may disclose the Protected Material to the
11 identified House Counsel or Expert unless, within seven (7) days of delivering the
12 request, the Party receives a written objection from the Designating Party providing
13 detailed grounds for the objection.

14 (d) All challenges to objections from the designator shall proceed
15 under Local Rule 37-1 through Local Rule 37-4.

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
17 **PRODUCED IN OTHER LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation
19 that compels disclosure of any information or items designated in this Action as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS EYES
21 ONLY” that Party must:

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

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

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

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

12 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

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

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

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

27 (2) promptly provide the Non-Party with a copy of the Stipulated
28 Protective Order in this Action, the relevant discovery request(s), and a reasonably

1 specific description of the information requested; and

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

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

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

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately (1) notify in
16 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
17 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
18 persons to whom unauthorized disclosures were made of all the terms of this Order,
19 and (4) request such person or persons to execute the "Acknowledgment and
20 Agreement to Be Bound" that is attached hereto as Exhibit A.

21 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
22 **OTHERWISE 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 protection,
25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
27 may be established in an e-discovery order that provides for production without prior
28 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as

1 the parties reach an agreement on the effect of disclosure of a communication or
2 information covered by the attorney-client privilege or work product protection, the
3 parties may incorporate their agreement in the stipulated protective order submitted to
4 the court.

5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
15 only be filed under seal pursuant to a court order authorizing the sealing of the
16 specific Protected Material at issue. If a Party's request to file Protected Material
17 under seal is denied by the court, then the Receiving Party may file the information in
18 the public record unless otherwise instructed by the court.

19 **13. FINAL DISPOSITION**

20 After the final disposition of this Action, as defined in paragraph 4, within 60
21 days of a written request by the Designating Party, each Receiving Party must return
22 all Protected Material to the Producing Party or destroy such material. As used in this
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
24 summaries, and any other format reproducing or capturing any of the Protected
25 Material. Whether the Protected Material is returned or destroyed, the Receiving
26 Party must submit a written certification to the Producing Party (and, if not the same
27 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
28 (by category, where appropriate) all the Protected Material that was returned or

1 destroyed and (2)affirms that the Receiving Party has not retained any copies,
2 abstracts, compilations, summaries or any other format reproducing or capturing any
3 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
4 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
5 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
6 reports, attorney work product, and consultant and expert work product, even if such
7 materials contain Protected Material. Any such archival copies that contain or
8 constitute Protected Material remain subject to this Protective Order as set forth in
9 Section 4 (DURATION).

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

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IT IS SO ORDERED

DATED: October 31, 2017

/S/FREDERICK F. MUMM
Frederick F. Mumm
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT 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
6 I have read in its entirety and understand the Stipulated Protective Order that was
7 issued by the United States District Court for the Central District of California on
8 [date] in the case of _____ [**insert formal name of the case and the number**
9 **and initials assigned to it by the court**]. I agree to comply with and to be bound by
10 all the terms of this Stipulated Protective Order and I understand and acknowledge
11 that failure to so comply could expose me to sanctions and punishment in the nature
12 of contempt. I solemnly promise that I will not disclose in any manner any
13 information or item that is subject to this Stipulated Protective Order to any person or
14 entity except in strict compliance with the provisions of this Order.

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

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____