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NOTE CHANGES MADE BY THE COURT  
See Page 12

6 Attorneys for Defendant  
SHIRE HUMAN GENETIC THERAPIES, INC.

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8  
9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

11 DEBORAH TOGA, an individual,  
12  
13 Plaintiff,

14 v.

15 SHIRE HUMAN GENETIC THERAPIES,  
16 INC., a corporation; and DOES 1 through  
17 10, inclusive,  
18 Defendants.

**CASE NO. 2:16-cv-06561 CAS (PLAx)**  
STATE COURT CASE NO. PCO 57090

**JOINT STIPULATION FOR  
PROTECTIVE ORDER RE  
DISCOVERY**

Mag. Judge: Hon. Paul L. Abrams  
Complaint Filed: June 3, 2016  
Trial Date: January 9, 2018

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20  
21 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff  
22 DEBORAH TOGA (“Plaintiff”) and Defendant SHIRE HUMAN GENETIC  
23 THERAPIES, INC. (“Defendant” or “Shire”) (collectively, the “Parties”), by and through  
24 their respective undersigned counsel, as follows:

25 1. A. PURPOSE AND LIMITATIONS

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

1 parties hereby stipulate to and petition the Court to enter the following Stipulated  
2 Protective Order. The parties acknowledge that this Order does not confer blanket  
3 protections on all disclosures or responses to discovery and that the protection it affords  
4 from public disclosure and use extends only to the limited information or items that are  
5 entitled to confidential treatment under the applicable legal principles. The parties further  
6 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order  
7 does not entitle them to file confidential information under seal; Civil Local Rule 79-5  
8 sets forth the procedures that must be followed and the standards that will be applied  
9 when a party seeks permission from the court to file material under seal.

10 **B. GOOD CAUSE STATEMENT**

11 This action is likely to involve information and documents containing private health  
12 information of third parties not subject to this litigation for which special protection from  
13 public disclosure and from use for any purpose other than prosecution of this action is  
14 warranted. This action is also likely to involve trade secrets, commercial, financial, and/or  
15 proprietary information for which special protection from public disclosure and from use  
16 for any purpose other than prosecution of this action is warranted.

17 Specifically, Plaintiff is a former employee of Defendant, a biotechnology  
18 company that develops and commercializes pharmaceutical products. Plaintiff was  
19 employed with Defendant as a Patient Access Manager in the Rare Diseases Business  
20 Unit and assisted users of Shire’s products primarily with insurance access issues.  
21 Plaintiff’s termination was the result of an investigation by Defendant’s Compliance and  
22 Legal teams. In the course of completing the investigation, Defendant utilized and  
23 reviewed records which contain confidential medical information of individuals who are  
24 prescribed Defendant’s pharmaceutical products. Specifically, such records include  
25 medical information regarding users of Defendant’s products, including, but not limited  
26 to, names, social security numbers, phone numbers, email addresses, health conditions,  
27 and other private information. Additionally, Defendant also utilized and reviewed its  
28 confidential and proprietary financial information in completing the investigation.

1 Defendant contends such information and/or documents are highly confidential,  
2 not subject to public disclosure, and if given to a competitor or if made public, they could  
3 seriously harm Defendant's business and unnecessarily disclose very private information  
4 about the health conditions of the users of its products. Such private, confidential and/or  
5 proprietary information and/or documents are generally unavailable to the public, and are  
6 protected from disclosure under state or federal statutes, court rules, case decisions, and/or  
7 common law, including, but not limited to, the California Privacy Statute (California Civil  
8 Code §§ 56-56.37) which protects against the unauthorized disclosure of medical  
9 information and includes provisions that apply to pharmaceutical companies.

10 Additionally, through discovery, Plaintiff has requested categories of documents  
11 that Defendant alleges contain confidential, private, and non-public information, such as:  
12 1) Defendant's confidential and proprietary operating policies and procedures, 2)  
13 documents relating to the investigation by Defendant's Compliance and Legal teams that  
14 resulted in Plaintiff's termination, and 3) a significant amount of email communication  
15 amongst Defendant's former and current employees which discuss users of Defendant's  
16 products, Defendant's financials, and personally identifiable information regarding users  
17 of Defendant's products. Good cause exists for this Protective Order because these  
18 materials include confidential information that Defendant alleges it desires to protect  
19 from public disclosure.

20 The parties wish to ensure that both parties are in a position to produce all  
21 responsive documents in the litigation while still protecting their alleged confidential,  
22 proprietary, and private information. Defendant asserts the disclosure of such  
23 information outside the scope of this litigation could result in significant injury to its  
24 business or privacy interests and the privacy interests of users of its products.

25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
26 of disputes over confidentiality of discovery materials, to adequately protect information  
27 the parties are entitled (and in some cases required) to keep confidential, to ensure that the  
28 parties are permitted reasonable necessary uses of such material in preparation for and in

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

7 2. DEFINITIONS

8 2.1 Action: this pending federal law suit.

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
10 information or items under this Order.

11 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is  
12 generated, stored or maintained) or tangible things that qualify for protection under  
13 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
14 Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
16 their support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or  
18 items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

19 2.6 Disclosure or Discovery Material: all items or information, regardless  
20 of the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, testimony, transcripts, and tangible things), that are produced or  
22 generated in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
25 expert witness or as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other outside counsel.

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1           2.9 Non-Party: any natural person, partnership, corporation, association, or other  
2 legal entity not named as a Party to this action.

3           2.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
4 Action but are retained to represent or advise a party to this Action and have appeared in  
5 this Action on behalf of that party or are affiliated with a law firm which has appeared on  
6 behalf of that party, and includes support staff.

7           2.11 Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
11 Material in this Action.

12          2.13 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) and  
15 their employees and subcontractors.

16          2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
17 “CONFIDENTIAL.”

18          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
19 a Producing Party.

20    3.    SCOPE

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

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

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1 4. DURATION

2 Once a case proceeds to trial, all of the court-filed information to be introduced  
3 that was previously designated as confidential or maintained pursuant to this protective  
4 order becomes public and will be presumptively available to all members of the public,  
5 including the press, unless compelling reasons supported by specific factual findings to  
6 proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v.  
7 City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing  
8 “good cause” showing for sealing documents produced in discovery from “compelling  
9 reasons” standard when merits-related documents are part of court record). Accordingly,  
10 the terms of this protective order do not extend beyond the commencement of the trial.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
13 Party or Non-Party that designates information or items for protection under this Order  
14 must take care to limit any such designation to specific material that qualifies under the  
15 appropriate standards. The Designating Party must designate for protection only those  
16 parts of material, documents, items, or oral or written communications that qualify so that  
17 other portions of the material, documents, items, or communications for which protection  
18 is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

26 5.2 Manner and Timing of Designations. Except as otherwise provided in  
27 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
28 or ordered, Disclosure or Discovery Material that qualifies for protection under this Order

1 must be clearly so designated before the material is disclosed or produced.

2 Designation in conformity with this Order requires:

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

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

21 (b) for testimony given in depositions that the Designating Party identify the  
22 Disclosure or Discovery Material on the record, before the close of the deposition all  
23 protected testimony.

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

1           5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
2 to designate qualified information or items does not, standing alone, waive the  
3 Designating Party's right to secure protection under this Order for such material. Upon  
4 timely correction of a designation, the Receiving Party must make reasonable efforts to  
5 assure that the material is treated in accordance with the provisions of this Order.

6           6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7           6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.

10           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37.1 et seq. Any discovery motion must strictly  
12 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

13           6.3 Burden. The burden of persuasion in any such challenge proceeding shall be  
14 on the Designating Party. Frivolous challenges, and those made for an improper purpose  
15 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
16 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
17 withdrawn the confidentiality designation, all parties shall continue to afford the  
18 material in question the level of protection to which it is entitled under the Producing  
19 Party's designation until the Court rules on the challenge.

20           7. ACCESS TO AND USE OF PROTECTED MATERIAL

21           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
22 disclosed or produced by another Party or by a Non-Party in connection with this Action  
23 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
24 Material may be disclosed only to the categories of persons and under the conditions  
25 described in this Order. When the Action has been terminated, a Receiving Party must  
26 comply with the provisions of section 13 below (FINAL DISPOSITION).

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



1 authorized under this Order.

2       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
3 ordered by the court or permitted in writing by the Designating Party, a Receiving  
4 Party may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

13           (d) the court and its personnel;

14           (e) court reporters and their staff;

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

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

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

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

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
4 OTHER LITIGATION

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

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

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

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

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

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

26 (a) The terms of this Order are applicable to information produced by a Non-  
27 Party in this Action and designated as “CONFIDENTIAL.” Such information produced  
28 by Non-Parties in connection with this litigation is protected by the remedies and relief

1 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
2 Non-Party from seeking additional protections.

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

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

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

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

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

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
5 PROTECTED MATERIAL

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

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
17 to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
19 Order no Party waives any right it otherwise would have to object to disclosing or  
20 producing any information or item on any ground not addressed in this Stipulated  
21 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
22 evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
24 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
25 under seal pursuant to a court order authorizing the sealing of the specific Protected  
26 Material at issue. <sup>900? cause for the order seal filing must be shown.</sup> If a Party's request to file Protected Material under seal is denied by the  
27 court, then the Receiving Party may file the information in the public record unless  
28 otherwise instructed by the court.

1 13. FINAL DISPOSITION

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

19 14. MISCELLANEOUS PROVISION

20 14.1 Any violation of this Order may be punished by any and all appropriate  
21 measures including, without limitation, contempt proceedings and/or monetary sanctions.

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**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Dated: May 17, 2017

JACKSON LEWIS P.C.

By: /s/ Michael A. Hood

Michael A. Hood

Lina Nasry

Attorneys for Defendant

SHIRE HUMAN GENETIC THERAPIES,  
INC.

Dated: May 17, 2017

LAW OFFICE OF ROBERT F. KEEHN

By: /s/ Robert F. Keehn

Robert F. Keehn

Attorney for Plaintiff

DEBORAH TOGA

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1 I, \_\_\_\_\_ [print or type full name], of  
2 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
3 have read in its entirety and understand the Stipulated Protective Order that was issued by  
4 the United States District Court for the Central District of California on [date] in the case  
5 of Deborah Toga v. Shire Human Genetic Therapies, Inc., et al. Case No. 2:16-cv-06561  
6 CAS (PLAx). I agree to comply with and to be bound by all the terms of this Stipulated  
7 Protective Order and I understand and acknowledge that failure to so comply could  
8 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
9 that I will not disclose in any manner any information or item that is subject to this  
10 Stipulated Protective Order to any person or entity except in strict compliance with the  
11 provisions of this Order.  
12  
13

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

22 Date: \_\_\_\_\_  
23

24 City and State where sworn and signed: \_\_\_\_\_  
25

26 Printed name: \_\_\_\_\_  
27

28 Signature: \_\_\_\_\_