

1 **McGLINCHEY STAFFORD**
 Adam S. Hamburg (SBN 247127)
 2 ahamburg@mcglinchey.com
 Brian A. Paino (SBN 251243)
 3 bpaino@mcglinchey.com
 18201 Von Karman Avenue, Suite 350
 4 Irvine, California 92612
 Telephone: (949) 381-5900
 5 Facsimile: (949) 271-4040

6 **McGLINCHEY STAFFORD**
 Gary G. Hebert (Admitted PHV)
 7 ghebert@mcglinchey.com
 Francis H. Brown, III (Admitted PHV)
 8 fbrown@mcglinchey.com
 601 Poydras Street – 12th Floor
 9 New Orleans, Louisiana 70130
 Telephone: (504) 586-1200
 10 Facsimile: (504) 596-2800

11 Attorneys for Defendant **LINDE NORTH AMERICA, INC.**

12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

15 ARTURO ARREOLA,
 16 Plaintiff,
 17 v.
 18 LINDE NORTH AMERICA, INC.; and
 19 DOES 1 through 50,
 20 Defendants.

Case No.: 2:16-cv-6984 ODW (ASx)
 Hon. District Judge Otis D. Wright, II
 Magistrate Judge Alka Sagar
**STIPULATED PROTECTIVE
 ORDER INVOLVING HIGHLY
 SENSITIVE CONFIDENTIAL
 INFORMATION AND/OR TRADE
 SECRETS**
 Action Filed: September 8, 2016
 Action Removed: September 16, 2016
 Trial Date: October 17, 2017

1 **I. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential, proprietary, or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, Plaintiff Arturo Arreola (“Plaintiff”) and Defendant
6 Linde North America, Inc. (“Defendant”) (collectively, the “Parties”), by and through
7 their respective counsel of record, hereby stipulate to and petition the court to enter
8 the following Stipulated Protective Order (“Order”). The Parties acknowledge that this
9 Order does not confer blanket protections on all disclosures or responses to discovery
10 and that the protection it affords from public disclosure and use extends only to the
11 limited information or items that are entitled to confidential treatment under the
12 applicable legal principles. The Parties further acknowledge, as set forth in Section
13 13.4, below, that this Order does not entitle them to file confidential information under
14 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
15 standards that will be applied when a party seeks permission from the court to file
16 material under seal.

17 **II. GOOD CAUSE STATEMENT**

18 This action is likely to involve trade secrets, and other valuable research,
19 development, commercial, financial, technical and/or proprietary information for
20 which special protection from public disclosure and from use for any purpose other
21 than prosecution of this action is warranted. Such trade secrets, confidential and
22 proprietary materials and information consist of, among other things, design and
23 technical schematics for products, confidential business information, information
24 regarding confidential business practices, and other confidential research,
25 development, and other information generally unavailable to the public, or which may
26 be privileged or otherwise protected from disclosure under state or federal statutes,
27 court rules, case decisions, or common law. Accordingly, to expedite the flow of
28 information, to facilitate the prompt resolution of disputes over confidentiality of

1 discovery materials, to adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable necessary uses of such
3 material in preparation for and in the conduct of trial, to address their handling at the
4 end of the litigation, and serve the ends of justice, a protective order for such
5 information is justified in this matter. Additionally, significant financial and
6 competitive harm to the Defendant’s business would likely result in this matter from
7 the disclosure of the confidential information that that is likely to be produced in this
8 case. It is the intent of the parties that information will not be designated as
9 confidential for tactical reasons and that nothing be so designated without a good faith
10 belief that it has been maintained in a confidential, non-public manner, and there is
11 good cause why it should not be part of the public record of this case.

12 **III. DEFINITIONS**

13 2.1 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for protection
17 under Federal Rule of Civil Procedure 26(c).

18 2.3 Counsel (without qualifier): Outside Counsel of Record and House
19 Counsel (as well as their support staff).

20 2.4 Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL.”

23 2.5 Disclosure or Discovery Material: all items or information, regardless
24 of the medium or manner in which it is generated, stored, or maintained (including,
25 among other things, testimony, transcripts, and tangible things), that are produced or
26 generated in disclosures or responses to discovery in this matter.

1 2.6 Expert: a person with specialized knowledge or experience in a
2 matter pertinent to the litigation who (1) has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this action, (2) is not a past or current
4 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not
5 anticipated to become an employee of a Party or of a Party’s competitor.

6 2.7 Non-Party: any natural person, partnership, corporation, association, or
7 other legal entity not named as a Party to this action.

8 2.8 Outside Counsel of Record: attorneys who are not employees of a
9 party to this action but are retained to represent or advise a party to this action and
10 have appeared in this action on behalf of that party or are affiliated with a law firm
11 which has appeared on behalf of that party.

12 2.9 Party: any party to this action, including all of its officers,
13 directors, employees, consultants, retained experts, and Outside Counsel of Record
14 (and their support staffs).

15 2.10 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this action.

17 2.11 Professional Vendors: persons or entities that provide litigation
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)
20 and their employees and subcontractors.

21 2.12 Protected Material: any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL.”

23 2.13 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

1 **IV. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or extracted
4 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
5 Protected Material; and (3) any testimony, conversations, or presentations by Parties
6 or their Counsel that might reveal Protected Material. However, the protections
7 conferred by this Stipulation and Order do not cover the following information: (a)
8 any information that is in the public domain at the time of disclosure to a Receiving
9 Party or becomes part of the public domain after its disclosure to a Receiving Party as
10 a result of publication not involving a violation of this Order, including becoming part
11 of the public record through trial or otherwise; and (b) any information known to the
12 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
13 disclosure from a source who obtained the information lawfully and under no
14 obligation of confidentiality to the Designating Party. Any use of Protected Material at
15 trial shall be governed by a separate agreement or order.

16 **V. DURATION**

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

1 **VI. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. To the extent it is practical to do so, the Designating
6 Party must designate for protection only those parts of material, documents, items, or
7 oral or written communications that qualify – so that other portions of the material,
8 documents, items, or communications for which protection is not warranted are not
9 swept unjustifiably within the ambit of this Order.

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

15 If it comes to a Designating Party’s attention that information or items that it
16 designated for protection do not qualify for protection at all or do not qualify for the
17 level of protection initially asserted, that Designating Party must promptly notify all
18 other parties that it is withdrawing the mistaken designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in
20 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
22 under this Order must be clearly so designated before the material is disclosed or
23 produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each
28 page that contains protected material. If only a portion or portions of the material on a

1 page qualifies for protection, the Producing Party also must clearly identify the
2 protected portion(s) (e.g., by making appropriate markings in the margins) and must
3 specify, for each portion, the level of protection being asserted.

4 A Party or Non-Party that makes original documents or materials available for
5 inspection need not designate them for protection until after the inspecting Party has
6 indicated which material it would like copied and produced.

7 (b) for testimony given in deposition or in other pretrial or trial proceedings,
8 that the Designating Party identify on the record, before the close of the deposition,
9 hearing, or other proceeding, all protected testimony and specify the level of
10 protection being asserted. When it is impractical to identify separately each portion of
11 testimony that is entitled to protection and it appears that substantial portions of the
12 testimony may qualify for protection, the Designating Party may invoke on the record
13 (before the deposition, hearing, or other proceeding is concluded) a right to have up to
14 21 days to identify the specific portions of the testimony as to which protection is
15 sought and to specify the level of protection being asserted. Only those portions of the
16 testimony that are appropriately designated for protection within the 21 days shall be
17 covered by the provisions of this Stipulated Protective Order. Alternatively, a
18 Designating Party may specify, at the deposition or up to 21 days afterwards if that
19 period is properly invoked, that the entire transcript shall be treated as
20 “CONFIDENTIAL.”

21 Parties shall give the other parties notice if they reasonably expect a deposition,
22 hearing or other proceeding to include Protected Material so that the other parties can
23 ensure that only authorized individuals who have signed the “Acknowledgment and
24 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a
25 document as an exhibit at a deposition shall not in any way affect its designation as
26 “CONFIDENTIAL.”

1 Transcripts containing Protected Material shall have an obvious legend on the
2 title page that the transcript contains Protected Material, and the title page shall be
3 followed by a list of all pages (including line numbers as appropriate) that have been
4 designated as Protected Material and the level of protection being asserted by the
5 Designating Party. The Designating Party shall inform the court reporter of these
6 requirements. Any transcript that is prepared before the expiration of a 21-day period
7 for designation shall be treated during that period as if it had been designated
8 “CONFIDENTIAL” in its entirety unless otherwise agreed. After the expiration of
9 that period, the transcript shall be treated only as actually designated.

10 (c) for information produced in some form other than documentary and for
11 any other tangible items, that the Producing Party affix in a prominent place on the
12 exterior of the container or containers in which the information or item is stored the
13 legend “CONFIDENTIAL.” If only a portion or portions of the information or item
14 warrant protection, the Producing Party, to the extent practicable, shall identify the
15 protected portion(s) and specify the level of protection being asserted.

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive the
18 Designating Party’s right to secure protection under this Order for such material.
19 Upon timely correction of a designation, the Receiving Party must make reasonable
20 efforts to assure that the material is treated in accordance with the provisions of this
21 Order.

22 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time. Unless a prompt challenge to a Designating
25 Party’s confidentiality designation is necessary to avoid foreseeable, substantial
26 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
27 litigation, a Party does not waive its right to challenge a confidentiality designation by
28 electing not to mount a challenge promptly after the original designation is disclosed.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process by providing written notice of each designation it is challenging
3 and describing the basis for each challenge. To avoid ambiguity as to whether a
4 challenge has been made, the written notice must recite that the challenge to
5 confidentiality is being made in accordance with this specific paragraph of the
6 Protective Order. The parties shall attempt to resolve each challenge in good faith and
7 must begin the process by conferring directly (in voice to voice dialogue; other forms
8 of communication are not sufficient) within 14 days of the date of service of notice. In
9 conferring, the Challenging Party must explain the basis for its belief that the
10 confidentiality designation was not proper and must give the Designating Party an
11 opportunity to review the designated material, to reconsider the circumstances, and, if
12 no change in designation is offered, to explain the basis for the chosen designation. A
13 Challenging Party may proceed to the next stage of the challenge process only if it has
14 engaged in this meet and confer process first or establishes that the Designating Party
15 is unwilling to participate in the meet and confer process in a timely manner.

16 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
17 court intervention, the Designating Party shall file and serve a motion to retain
18 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-
19 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of
20 the parties agreeing that the meet and confer process will not resolve their dispute,
21 whichever is earlier. Each such motion must be accompanied by a competent
22 declaration affirming that the movant has complied with the meet and confer
23 requirements imposed in the preceding paragraph. Failure by the Designating Party to
24 make such a motion including the required declaration within 21 days (or 14 days, if
25 applicable) shall automatically waive the confidentiality designation for each
26 challenged designation. In addition, the Challenging Party may file a motion
27 challenging a confidentiality designation at any time if there is good cause for doing
28 so, including a challenge to the designation of a deposition transcript or any portions

1 thereof. Any motion brought pursuant to this provision must be accompanied by a
2 competent declaration affirming that the movant has complied with the meet and
3 confer requirements imposed by the preceding paragraph.

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

12 **VIII. 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 case
15 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
16 Material may be disclosed only to the categories of persons and under the conditions
17 described in this Order. When the litigation has been terminated, a Receiving Party
18 must comply with the provisions of section 15 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 “CONFIDENTIAL”
25 only to:

1 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to
3 disclose the information for this litigation and who have signed the “Acknowledgment
4 and Agreement to Be Bound” that is attached hereto as Exhibit A;

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

8 (c) the court and its personnel;

9 (d) court reporters and their staff, professional jury or trial consultants, and
10 Professional Vendors to whom disclosure is reasonably necessary for this litigation
11 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
12 A);

13 (e) during their depositions, witnesses in the action to whom disclosure is
14 reasonably necessary and who have signed the “Acknowledgment and Agreement to
15 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
16 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
17 reveal Protected Material must be separately bound by the court reporter and may not
18 be disclosed to anyone except as permitted under this Stipulated Protective Order.

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

21 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
22 **IN OTHER LITIGATION**

23 If a Party is served with a subpoena or a court order issued in other litigation
24 that compels disclosure of any information or items designated in this action as
25 “CONFIDENTIAL” that Party must:

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

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

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

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

15 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a Non-
18 Party in this action and designated as “CONFIDENTIAL.” Such information
19 produced by Non-Parties in connection with this litigation is protected by the
20 remedies and relief provided by this Order. Nothing in these provisions should be
21 construed as prohibiting a Non-Party from seeking additional protections.

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

26 1. promptly notify in writing the Requesting Party and the Non-Party
27 that some or all of the information requested is subject to a confidentiality agreement
28 with a Non-Party;

1 2. promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
3 specific description of the information requested; and

4 3. make the information requested available for inspection by the
5 Non-Party.

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

14 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

23 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
24 **PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
3 parties reach an agreement on the effect of disclosure of a communication or
4 information covered by the attorney-client privilege or work product protection, the
5 parties may incorporate their agreement in the stipulated protective order submitted to
6 the court.

7 **XIII. MISCELLANEOUS**

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the court in the future.

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

15 12.3 Filing Protected Material. Without written permission from the
16 Designating Party or a court order secured after appropriate notice to all interested
17 persons, a Party may not file in the public record in this action any Protected Material.
18 A Party that seeks to file under seal any Protected Material must comply with Civil
19 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
20 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
21 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
22 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
23 entitled to protection under the law. If a Receiving Party's request to file Protected
24 Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then
25 the Receiving Party may file the Protected Material in the public record pursuant to
26 Civil Local Rule 79-5(e)(2) unless otherwise instructed by the court.

1 **XIV. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this action, as defined in paragraph
3 4, each Receiving Party must return all Protected Material to the Producing Party or
4 destroy such material. As used in this subdivision, “all Protected Material” includes
5 all copies, abstracts, compilations, summaries, and any other format reproducing or
6 capturing any of the Protected Material. Whether the Protected Material is returned or
7 destroyed, the Receiving Party must submit a written certification to the Producing
8 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
9 deadline that (1) identifies (by category, where appropriate) all the Protected Material
10 that was returned or destroyed and (2) affirms that the Receiving Party has not
11 retained any copies, abstracts, compilations, summaries or any other format
12 reproducing or capturing any of the Protected Material. Notwithstanding this
13 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
17 archival copies that contain or constitute Protected Material remain subject to this
18 Protective Order as set forth in Section 4 (DURATION).

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name],
4 of _____ [print or type full address],
5 declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for the
7 Central District of California on _____ in the case of *Arturo Arreola v.*
8 *Linde North America, Inc.*, Case No. 2:16-cv-6984 ODW (ASx).

9 I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
12 that I will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action.

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

1 Date: _____

2

3 City and State where sworn and signed: _____

4

Printed name: _____

5

[printed name]

6

Signature: _____

7

[signature]

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28