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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

SOUTHWEST CARPENTERS
PENSION TRUST; AND ITS BOARD
OF TRUSTEES,

Plaintiffs,

vs.

PARAMOUNT SCAFFOLD, INC., a
California corporation; CALIFORNIA
ACCESS SCAFFOLD, LLC, a California
limited liability company,

Defendants.

} **Case No.: 2:16-cv-06989-ODW (GJSx)**

} **AMENDED PROTECTIVE ORDER
ENTERED BASED ON
STIPULATION OF THE PARTIES**

} **Complaint Filed: September 16, 2016**

1 **1. A. PURPOSES AND LIMITATIONS**

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

14 **B. GOOD CAUSE STATEMENT**

15 Plaintiffs in this action seek production of documents that are likely to involve
16 California Access Scaffold, Inc.'s ("CAS") trade secrets, customer, employee, and
17 contract lists and other valuable research, development, commercial, financial, technical
18 and/or proprietary information for which special protection from public disclosure and
19 from use for any purpose other than prosecution of this action is warranted, and CAS will
20 likewise seek production of documents that may involve Plaintiffs' confidential and/or
21 proprietary information. Such confidential and proprietary materials and information
22 consist of, among other things, confidential business or financial information,
23 information regarding confidential business practices, or other confidential research,
24 development, or commercial information (including information implicating privacy
25 rights of third parties), information otherwise generally unavailable to the public, or
26 which may be privileged or otherwise protected from disclosure under state or federal
27 statutes, 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 end
4 of the litigation, and serve the ends of justice, a protective order for such information is
5 justified in this matter. It is the intent of the parties that information will not be
6 designated as confidential for tactical reasons and that nothing be so designated without a
7 good faith belief that it has been maintained in a confidential, non-public manner, and
8 there is good cause why it should not be part of the public record of this case.

9 **2. DEFINITIONS**

10 2.1 Action: this pending federal law suit.

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

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

17 2.4 Counsel: Counsel that has been retained to represent or advise a party to this
18 Action (as well as their support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or items
20 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” unless such information
22 or items are no longer designated as such or have been determined by the Court not to be
23 subject to protection.

24 2.6 Disclosure or Discovery Material: all items or information, regardless of the
25 medium or manner in which it is generated, stored, or maintained (including, among
26 other things, testimony, transcripts, and tangible things), that are produced or generated in
27 disclosures or responses to discovery in this matter.
28

1 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent
2 to the litigation who has been retained by a Party or its counsel to serve as an expert
3 witness or as a consultant in this Action.

4 2.8 Non-Party: any natural person, partnership, corporation, association, or other
5 legal entity not named as a Party to this action.

6 2.9 Party: any party to this Action, including all of its officers, directors,
7 employees, consultants, retained experts, and Counsel of Record (and their support
8 staffs).

9 2.10 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
10 Material in this Action.

11 2.11 Professional Vendors: persons or entities that provide litigation support
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or
13 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
14 their employees and subcontractors.

15 2.12 Protected Material: any Disclosure or Discovery Material that is presently
16 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
17 EYES ONLY.”

18 2.13 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.

1 **4. DURATION**

2 The Parties agree that even after final disposition of this litigation, they will be
3 *contractually bound* by the confidentiality obligations to which they have stipulated.
4 However, the Parties understand that once a case proceeds to trial, information that was
5 designated as confidential pursuant to this protective order used or introduced at trial
6 becomes public and will be presumptively available to all members of the public,
7 including the press, unless compelling reasons supported by specific factual findings to
8 proceed otherwise, are made to the trial judge in advance of the trial. *See Kamakana*, 447
9 F.3d at 1180-81. Accordingly, the terms of this protective order do not extend beyond
10 the commencement of trial.

11 Final disposition of this action shall be deemed to be the later of (1) dismissal of all
12 claims and defenses in this Action, with or without prejudice; and (2) final judgment
13 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or
14 reviews of this Action, including the time limits for filing any motions or applications for
15 extension of time pursuant to applicable law.

16 **5. DESIGNATING PROTECTED MATERIAL**

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

18 Each Party or Non-Party that designates information or items for protection under
19 this Order must take care to limit any such designation to specific material that qualifies
20 under the appropriate standards. The Designating Party must designate for protection
21 only those parts of material, documents, items, or oral or written communications that
22 qualify so that other portions of the material, documents, items, or communications for
23 which protection is not warranted are not swept unjustifiably within the ambit of this
24 Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that
25 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
26 to unnecessarily encumber the case development process or to impose unnecessary
27 expenses and burdens on other parties) may expose the Designating Party to sanctions.
28

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

4 5.2 Manner and Timing of Designations.

5 Except as otherwise provided in this Order (see, e.g., second paragraph of section
6 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
7 that qualifies for protection under this Order must be clearly so designated before the
8 material is disclosed or produced.

9 Designation in conformity with this Order requires:

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

17 A Party or Non-Party that makes original documents available for inspection need
18 not designate them for protection until after the inspecting Party has indicated which
19 documents it would like copied and produced. During the inspection and before the
20 designation, all of the material made available for inspection shall be deemed "HIGHLY
21 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has
22 identified the documents it wants copied and produced, the Producing Party must
23 determine which documents, or portions thereof, qualify for protection under this Order.
24 Then, before producing the specified documents, the Producing Party must affix the
25 appropriate "CONFIDENTIAL legend" to each page that contains Protected Material. If
26 only a portion or portions of the material on a page qualifies for protection, the Producing
27 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
28 markings in the margins).

1 (b) for testimony given in depositions that the Designating Party identify the
2 protected testimony, Disclosure or Discovery Material on the record, before the close of
3 the deposition.

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

10 5.3 Inadvertent Failures to Designate.

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

16 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 6.1 Timing of Challenges.

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

20 6.2 Meet and Confer.

21 The Challenging Party shall initiate the dispute resolution process under Local
22 Rule 37-1 et seq.

23 6.3 Burden

24 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
26 harass or impose unnecessary expenses and burdens on other parties) may expose the
27 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
28 the confidentiality designation, all parties shall continue to afford the material in question

1 the level of protection to which it is entitled under the Producing Party’s designation until
2 the Court rules on the challenge.

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

4 7.1 Basic Principles.

5 A Receiving Party may use Protected Material that is disclosed or produced by
6 another Party or by a Non-Party in connection with this Action only for prosecuting,
7 defending, or attempting to settle this Action. Such Protected Material may be disclosed
8 only to the categories of persons and under the conditions described in this Order. When
9 the Action has been terminated, a Receiving Party must comply with the provisions of
10 section 13 below (FINAL DISPOSITION).

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

14 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

15 Unless otherwise ordered by the court or permitted in writing by the Designating
16 Party, a Receiving Party may disclose any information or item designated
17 “CONFIDENTIAL” only to:

18 (a) the Receiving Party’s Counsel in this Action, as well as
19 employees or contractors of said Counsel to whom it is reasonably
20 necessary to disclose the information for this Action;

21 (b) the Receiving Party’s employees or contractors if they first
22 agree and sign the “Acknowledgment and Agreement to Be Bound”
23 (Exhibit A);

24 (c) the officers, directors, and Board of Trustees of the Receiving
25 Party to whom disclosure is reasonably necessary for this Action if they
26 agree to sign the “Acknowledgment and Agreement to Be Bound”
27 (Exhibit A);
28

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

4 (e) the court and its personnel;

5 (f) court and deposition reporters and their staff;

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

10 (h) the author or recipient of a document containing the
11 information or a custodian or other person who otherwise possessed or
12 knew the information;

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

24 (j) any mediator or settlement officer, and their supporting
25 personnel, mutually agreed upon by any of the parties engaged in
26 settlement discussions or designated by the Court.
27
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1 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

2 Information or Items.

3 Unless otherwise ordered by the court or permitted in writing by the Designating
4 Party, a Receiving Party may disclose any information or item designated “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

6 (a) the Receiving Party’s Counsel in this Action, as well as employees of said
7 Counsel to whom it is reasonably necessary to disclose the information for this litigation
8 and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached
9 hereto as Exhibit A;

10 (b) the Receiving Party’s employees, who must first obtain express written
11 permission from the Producing Party and agree to sign the “Acknowledgment and
12 Agreement to Be Bound” (Exhibit A) before they have access to documents designated as
13 Highly Confidential;

14 (c) Any members of the Plaintiffs’ Board of Trustees, who must first obtain
15 express written permission from the Producing Party and agree to sign the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A) before they have access to
17 documents designated as Highly Confidential;

18 (d) Experts of the Receiving Party (1) to whom disclosure is reasonably
19 necessary for this litigation and (2) who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A).

21 (e) the court and its personnel;

22 (f) court and deposition reporters and their staff;

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

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

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

10 (j) any mediator or settlement officer, and their supporting personnel, mutually
11 agreed upon by any of the parties engaged in settlement discussions or appointed by the
12 Court.

13 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
14 **PRODUCED IN OTHER LITIGATION**

15 If a Party is served with a subpoena or a court order issued in other litigation that
16 compels disclosure of any information or items designated in this Action as
17 “CONFIDENTIAL,” that Party must, unless otherwise prohibited by law or court order:

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

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

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

26 If the Designating Party timely seeks a protective order, the Party served with the
27 subpoena or court order shall not produce any information designated in this action as
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination by the

1 court from which the subpoena or order issued, unless the Party has obtained the
2 Designating Party's permission. The Designating Party shall bear the burden and expense
3 of seeking protection in that court of its confidential material and nothing in these
4 provisions shall be construed as authorizing, requiring or encouraging a Receiving Party
5 in this Action to disobey a lawful directive from another court.

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

8 (a) The terms of this Order are applicable to information produced by a Non-
9 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
10 CONFIDENTIAL." Such information produced by Non-Parties in connection with this
11 litigation is protected by the remedies and relief provided by this Order. Nothing in these
12 provisions should be construed as prohibiting a Non-Party from seeking additional
13 protections.

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

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

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

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

26 (c) If the Non-Party fails to seek a protective order from this court within 14
27 days of receiving the notice and accompanying information, the Receiving Party may
28 produce the Non-Party's confidential information responsive to the discovery request. If

1 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
2 information in its possession or control that is subject to the confidentiality agreement
3 with the Non-Party before a determination by the court. Absent a court order to the
4 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
5 court of its Protected Material.

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

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
10 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
11 all unauthorized copies of the Protected Material, (c) inform the person or persons to
12 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
13 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
14 that is attached hereto as Exhibit A.

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
16 **OTHERWISE PROTECTED MATERIAL**

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

2 12.1 Right to Further Relief.

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

5 12.2 Right to Assert Other Objections.

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

11 12.3 Filing Protected Material.

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

19 **13. FINAL DISPOSITION**

20 After the final disposition of this Action, as defined in paragraph 4, within 60 days
21 of a written request by the Designating Party, each Receiving Party must return all
22 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 Material.
25 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
26 a written certification to the Producing Party (and, if not the same person or entity, to the
27 Designating Party) by the 60 day deadline that (1) identifies (by category, where
28 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that

1 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
2 any other format reproducing or capturing any of the Protected Material. Notwithstanding
3 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
4 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
5 deposition and trial exhibits, documents produced in the litigation, expert reports,
6 attorney work product, and consultant and expert work product, even if such materials
7 contain Protected Material. Any such archival copies that contain or constitute Protected

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1 Material remain subject to the contractual confidentiality obligations imposed by the
2 Parties Stipulation as set for Section 4 (DURATION).

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

6
7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8
9 Dated: April ___, 2017 MANATT, PHELPS & PHILLIPS, LLP

10
11
12 By: /s/ Carl L. Gruner
13 Carl L. Gruner
14 Attorneys for Plaintiffs
15 SOUTHWEST CARPENTER PENSION
16 TRUST AND ITS BOARD OF
17 TRUSTEES

18
19 Dated: April ___, 2017 THE ZAPPIA LAW FIRM
20 A Professional Corporation

21
22 By: /s/ Edward P. Zappia
23 Edward P. Zappia
24 John Calvagna
25 Gail E. Wise
26 Attorneys for Defendant
27 CALIFORNIA ACCESS SCAFFOLD

28
FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 12, 2017



GAIL J. STANDISH
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
6 perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by
7 the United States District Court for the Central District of California on _____ [date] in
8 the case of SOUTHWEST CARPENTERS PENSION TRUST, *et al.* v. PARAMOUNT SCAFFOLD,
9 INC., *et al.*, Case No. No. 2:16-cv-6989-ODW-GJS. I agree to comply with and to be bound by all the
10 terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply
11 could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
12 not disclose in any manner any information or item that is subject to this Stipulated Protective Order to
13 any person or entity except in strict compliance with the provisions of this Order. I solemnly promise
14 that I will not use any information or documents that are subject to this stipulation for any purpose or
15 goal other than to assist counsel with the litigation of the present action.

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

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 Signature: _____

26 _____
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