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 STARBUCKS CORPORATION

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

11 RICK SUTHERLAND, an individual,  
 12 Plaintiff,  
 13 vs.  
 14 STARBUCKS CORPORATION, a  
 corporation; and DOES 1 to 40; inclusive,  
 15 Defendants.  
 16

Case No. 2:17-cv-02851 DSF (JCx)

**STIPULATED PROTECTIVE  
 ORDER**

[CHANGES MADE BY COURT TO  
 PARAGRAPHS 1C, 3, 7.2h, 8c, 9c,  
 12.3]

17 1. A. PURPOSES AND LIMITATIONS

18 Discovery in this action is likely to involve production of confidential,  
 19 proprietary or private information for which special protection from public  
 20 disclosure and from use for any purpose other than prosecuting this litigation may  
 21 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
 22 enter the following Stipulated Protective Order. The parties acknowledge that this  
 23 Order does not confer blanket protections on all disclosures or responses to  
 24 discovery and that the protection it affords from public disclosure and use extends  
 25 only to the limited information or items that are entitled to confidential treatment  
 26 under the applicable legal principles.  
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1           B.     GOOD CAUSE STATEMENT

2           This action is likely to involve customer and pricing information and other  
3 valuable commercial, and/or financial information for which special protection from  
4 public disclosure and from use for any purpose other than prosecution of this action  
5 is warranted. Such confidential and proprietary materials and information consist  
6 of, among other things, confidential business or financial information, information  
7 regarding confidential business practices, or other confidential research,  
8 development, or commercial information (including information implicating  
9 privacy rights of third parties), information otherwise generally unavailable to the  
10 public, or which may be privileged or otherwise protected from disclosure under  
11 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
12 to expedite the flow of information, to facilitate the prompt resolution of disputes  
13 over confidentiality of discovery materials, to adequately protect information the  
14 parties are entitled to keep confidential, to ensure that the parties are permitted  
15 reasonable necessary uses of such material in preparation for and in the conduct of  
16 trial, to address their handling at the end of the litigation, and serve the ends of  
17 justice, a protective order for such information is justified in this matter. It is the  
18 intent of the parties that information will not be designated as confidential for  
19 tactical reasons and that nothing be so designated without a good faith belief that it  
20 has been maintained in a confidential, non-public manner, and there is good cause  
21 why it should not be part of the public record of this case.

22           C.     ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
23                   SEAL

24           The parties further acknowledge, as set forth in Section 12.3, below, that this  
25 Stipulated Protective Order does not entitle them to file confidential information  
26 under seal. Rather, when the parties seek permission from the court to file material  
27 under seal, the parties must comply with Local Civil Rule 79-5 and with any  
28 pertinent orders of the assigned District Judge and Magistrate Judge.

1           There is a strong presumption that the public has a right of access to judicial  
2 proceedings and records in civil cases. In connection with non-dispositive motions,  
3 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
4 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
5 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
6 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
7 require good cause showing), and a specific showing of good cause or compelling  
8 reasons with proper evidentiary support and legal justification, must be made with  
9 respect to Protected Material that a party seeks to file under seal. The parties' mere  
10 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—  
11 without the submission of competent evidence by declaration, establishing that the  
12 material sought to be filed under seal qualifies as confidential, privileged, or  
13 otherwise protectable—constitute good cause.

14           Further, if a party requests sealing related to a dispositive motion or trial, then  
15 compelling reasons, not only good cause, for the sealing must be shown, and the  
16 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
17 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
18 each item or type of information, document, or thing sought to be filed or  
19 introduced under seal in connection with a dispositive motion or trial, the party  
20 seeking protection must articulate compelling reasons, supported by specific facts  
21 and legal justification, for the requested sealing order. Again, competent evidence  
22 supporting the application to file documents under seal must be provided by  
23 declaration.

24           Any document that is not confidential, privileged, or otherwise protectable in  
25 its entirety will not be filed under seal if the confidential portions can be redacted.  
26 If documents can be redacted, then a redacted version for public viewing, omitting  
27 only the confidential, privileged, or otherwise protectable portions of the document,  
28

1 shall be filed. Any application that seeks to file documents under seal in their  
2 entirety should include an explanation of why redaction is not feasible.

3 2. DEFINITIONS

4 2.1 Action: *Sutherland v. Starbucks Corporation*, et al., Case No. 2:17-cv-  
5 02851 DSF (JCx).

6 2.2 Challenging Party: a Party or Non-Party that challenges the  
7 designation of information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
9 how it is generated, stored or maintained) or tangible things that qualify for  
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
11 the Good Cause Statement.

12 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as  
13 their support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL.”

17 2.6 Disclosure or Discovery Material: all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced  
20 or generated in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
23 an expert witness or as a consultant in this Action.

24 2.8 In-House Counsel: attorneys who are employees of a party to this  
25 Action. In-House Counsel does not include Outside Counsel of Record or any other  
26 outside counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association or  
28 other legal entity not named as a Party to this action.

1           2.10 Outside Counsel of Record: attorneys who are not employees of a  
2 party to this Action but are retained to represent or advise a party to this Action and  
3 have appeared in this Action on behalf of that party or are affiliated with a law firm  
4 that has appeared on behalf of that party, and includes support staff.

5           2.11 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10          2.13 Professional Vendors: persons or entities that provide litigation  
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          2.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
17 Material from a Producing Party.

18    3.    SCOPE

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

25          Any use of Protected Material during a court hearing or at trial shall be  
26 governed by the orders of the presiding judge. This Order does not govern the use  
27 of Protected Material during a court hearing or at trial.

1 4. DURATION

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

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

1           5.2 Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

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

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

26           (b) for testimony given in depositions that the Designating Party  
27 identifies the Disclosure or Discovery Material on the record, before the close of the  
28 deposition all protected testimony.

1 (c) for information produced in some form other than documentary  
2 and for any other tangible items, that the Producing Party affix in a prominent place  
3 on the exterior of the container or containers in which the information is stored the  
4 legend "CONFIDENTIAL." If only a portion or portions of the information  
5 warrants protection, the Producing Party, to the extent practicable, shall identify the  
6 protected portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
8 failure to designate qualified information or items does not, standing alone, waive  
9 the Designating Party's right to secure protection under this Order for such material.  
10 Upon timely correction of a designation, the Receiving Party must make reasonable  
11 efforts to assure that the material is treated in accordance with the provisions of this  
12 Order.

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court's  
16 Scheduling Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37-1 et seq.

19 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
20 joint stipulation pursuant to Local Rule 37-2.

21 6.4 The burden of persuasion in any such challenge proceeding shall be on  
22 the Designating Party. Frivolous challenges, and those made for an improper  
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
24 parties) may expose the Challenging Party to sanctions. Unless the Designating  
25 Party has waived or withdrawn the confidentiality designation, all parties shall  
26 continue to afford the material in question the level of protection to which it is  
27 entitled under the Producing Party's designation until the Court rules on the  
28 challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

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

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

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

19 (b) the officers, directors, and employees (including In-House  
20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
21 Action;

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

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) professional jury or trial consultants, mock jurors, and  
28 Professional Vendors to whom disclosure is reasonably necessary for this Action

1 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
2 A);

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

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

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

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
19 IN OTHER LITIGATION

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

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

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

1 (c) cooperate with respect to all reasonable procedures sought to be  
2 pursued by 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” before a determination by the court from which the  
6 subpoena or order issued, unless the Party has obtained the Designating Party’s  
7 permission or unless otherwise required by the law or court order. The Designating  
8 Party shall bear the burden and expense of seeking protection in that court of its  
9 confidential material and nothing in these provisions should be construed as  
10 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.” Such  
16 information produced by Non-Parties in connection with this litigation is protected  
17 by the remedies and relief provided by this Order. Nothing in these provisions  
18 should be construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

3 (c) If a Non-Party represented by counsel fails to commence the  
4 process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving  
5 the notice and accompanying information or fails contemporaneously to notify the  
6 Receiving Party that it has done so, the Receiving Party may produce the Non-  
7 Party's confidential information responsive to the discovery request. If an  
8 unrepresented Non-Party fails to seek a protective order from this court within 14  
9 days of receiving the notice and accompanying information, the Receiving Party  
10 may produce the Non-Party's confidential information responsive to the discovery  
11 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
12 not produce any information in its possession or control that is subject to the  
13 confidentiality agreement with the Non-Party before a determination by the court.  
14 Absent a court order to the contrary, the Non-Party shall bear the burden and  
15 expense of seeking protection in this court of its Protected Material.

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain  
28 inadvertently produced material is subject to a claim of privilege or other

1 protection, the obligations of the Receiving Parties are those set forth in Federal  
2 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
3 whatever procedure may be established in an e-discovery order that provides for  
4 production without prior privilege review. Pursuant to Federal Rule of Evidence  
5 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
6 of a communication or information covered by the attorney-client privilege or work  
7 product protection, the parties may incorporate their agreement in the stipulated  
8 protective order submitted to the court.

9 **12. MISCELLANEOUS**

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the Court in the future.

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

17 12.3 Filing Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Local Civil Rule 79-5 and with any pertinent  
19 orders of the assigned District Judge and Magistrate Judge. Protected Material may  
20 only be filed under seal pursuant to a court order authorizing the sealing of the  
21 specific Protected Material at issue. If a Party's request to file Protected Material  
22 under seal is denied by the court, then the Receiving Party may file the information  
23 in the public record unless otherwise instructed by the court.

24 **13. FINAL DISPOSITION**

25 After the final disposition of this Action, as defined in paragraph 4, within 60  
26 days of a written request by the Designating Party, each Receiving Party must  
27 return all Protected Material to the Producing Party or destroy such material. As  
28 used in this subdivision, "all Protected Material" includes all copies, abstracts,

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

15 | 14. VIOLATION

16 | Any violation of this Order may be punished by appropriate measures including,  
17 | without limitation, contempt proceedings and/or monetary sanctions.

18 |  
19 | [signatures on following page]  
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24 | IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

25 |  
26 | DATED: September 5, 2017

27 | /s/Geoffrey L. Bryan

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Attorneys for Plaintiff

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DATED: September 5, 2017

/s/Julie M. Capell

\_\_\_\_\_  
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED:

DATED: October 6, 2017

/s/

\_\_\_\_\_  
HON. JACQUELINE CHOOLJIAN  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under  
5 penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court for the Central  
7 District of California on [date] in the case of *Sutherland v. Starbucks Corporation,*  
8 *et al.*, Case No. 2:17-cv-02851 DSF (JCx). I agree to comply with and to be bound  
9 by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
12 any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 Order.

15 I further agree to submit to the jurisdiction of the United States District Court for  
16 the Central District of California for 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  
19 full name] of \_\_\_\_\_ [print or type full  
20 address and telephone number] as my California agent for service of process in  
21 connection with this action or any proceedings related to enforcement of this  
22 Stipulated Protective Order.

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

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

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_

27  
28