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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

GERALD IACONO, an individual Plaintiff, vs. INTERNATIONAL BUSINESS MACHINES CORPORATION, a New York corporation; and DOES 1-50, inclusive, Defendants.)))))))))))	CASE NO.: 2:17-cv-08083-FMO-PLA STIPULATED PROTECTIVE ORDER Scheduling Conference 1/4/18 CASE FILED: 09/20/2017 DISCOVERY CUT OFF: 06/29/18 MOTION CUT-OFF: 06/29/18 TRIAL DATE: 01/29/19
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1. A. **PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles. The parties further acknowledge, as set forth
3 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
4 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
5 procedures that must be followed and the standards that will be applied when a
6 party seeks permission from the court to file material under seal.

7
8 **B. GOOD CAUSE STATEMENT**
9

10 This action is likely to involve confidential medical information and other
11 information protected by the right of privacy, trade secrets, customerlists, customer
12 account information, development, commercial, financial, technical and/or
13 proprietary information for which special protection from public disclosure and
14 from use for any purpose other than prosecution of this action is warranted. Such
15 confidential and proprietary materials and information consist of, among other
16 things, confidential business or financial information, information regarding
17 confidential business practices, or other confidential research, development, or
18 commercial information (including information implicating privacy rights of third
19 parties), information otherwise generally unavailable to the public, or which may
20 be privileged or otherwise protected from disclosure under state or federal statutes,
21 court rules, case decisions, or common law. Accordingly, to expedite the flow of
22 information, to facilitate the prompt resolution of disputes over confidentiality of
23 discovery materials, to adequately protect information the parties are entitled to
24 keep confidential, to ensure that the parties are permitted reasonable necessary uses
25 of such material in preparation for and in the conduct of trial, to address their
26 handling at the end of the litigation, and serve the ends of justice, a protective order
27 for such information is justified in this matter. It is the intent of the parties that
28 information will not be designated as confidential for tactical reasons and that

1 nothing be so designated without a good faith belief that it has been maintained in
2 a confidential, non-public manner, and there is good cause why it should not be
3 part of the public record of this case.

4
5 **2. DEFINITIONS**

6 2.1 Action: Gerald Iacono v. International Business Machines
7 Corporation, Case No. 2:17-cv-08083-FMO-PLA.

8 2.2 Challenging Party: a Party or Non-Party that challenges the
9 designation of information or items under this Order.

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

14 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
15 Information or Items: extremely sensitive “CONFIDENTIAL” Information or
16 Items, the disclosure of which to another Party or Non-Party would create a
17 substantial risk of serious harm that could not be avoided by less restrictive means.

18 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
19 their support staff).

20 2.6 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 2.7 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
26 or generated in disclosures or responses to discovery in this matter.

1 2.8 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve
3 as an expert witness or as a consultant in this Action.

4 2.9 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.10 Non-Party: any natural person, partnership, corporation, association,
8 or other legal entity not named as a Party to this action.

9 2.11 Outside Counsel of Record: attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this Action
11 and have appeared in this Action on behalf of that party or are affiliated with a law
12 firm that has appeared on behalf of that party, including support staff.

13 2.12 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.14 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.15 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY.”

25 2.16 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

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1 **3. 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
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material. Any
7 use of Protected Material at trial shall be governed by the orders of the trial judge.
8 This Order does not govern the use of Protected Material at trial.

9
10 **4. DURATION**

11 Once a case proceeds to trial, all of the court-filed information to be
12 introduced that was previously designated as confidential or maintained pursuant
13 to this protective order becomes public and will be presumptively available to all
14 members of the public, including the press, unless compelling reasons supported
15 by specific factual findings to proceed otherwise are made to the trial judge in
16 advance of the trial. See Kamakana v. City and County of Honolulu, 447 F.3d
17 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing
18 documents produced in discovery from “compelling reasons” standard when
19 merits-related documents are part of court record). Accordingly, the terms of this
20 protective order do not extend beyond the commencement of the trial.

21
22 **5. DESIGNATING PROTECTED MATERIAL**

23 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

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

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

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

16 Designation in conformity with this Order requires:

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

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

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

10 (b) for testimony given in depositions that the Designating Party
11 identify the Disclosure or Discovery Material on the record, before the close of the
12 deposition.

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

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

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1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1, et seq. Any discovery motion must
7 strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

8 6.3 Burden. The burden of persuasion in any such challenge proceeding
9 shall be on the Designating Party. Frivolous challenges, and those made for an
10 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
11 other parties) may expose the Challenging Party to sanctions. Unless the
12 Designating Party has waived or withdrawn the confidentiality designation, all
13 parties shall continue to afford the material in question the level of protection to
14 which it is entitled under the Producing Party's designation until the Court rules on
15 the challenge.

16
17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending, or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under
22 the conditions described in this Order. When the Action has been terminated, a
23 Receiving Party must comply with the provisions of section 13 below (FINAL
24 DISPOSITION). Protected Material must be stored and maintained by a Receiving
25 Party at a location and in a secure manner that ensures that access is limited to the
26 persons authorized under this Order.

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
28 otherwise ordered by the Court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated
2 “CONFIDENTIAL” only to:

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

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

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

11 (d) the Court and its personnel;

12 (e) court reporters and their staff;

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

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

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

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

1 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
2 ONLY” Information or Items. Unless otherwise ordered by the court or
3 permitted in writing by the Designating Party, a Receiving Party may disclose any
4 information or item designated “HIGHLY CONFIDENTIAL -- ATTORNEYS’
5 EYES ONLY” only to:

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

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

12 (c) the court and its personnel;

13 (d) private court reporters and their staff to whom disclosure is
14 reasonably necessary for this Action and who have signed the “Acknowledgment
15 and Agreement to Be Bound” (Exhibit A);

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

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

21 (g) any mediator or settlement officer, and their supporting personnel,
22 mutually agreed upon by any of the parties engaged in settlement discussions.

23
24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
25 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

17
18 9. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

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

26 (b) In the event that a Party is required, by a valid discovery request,
27 to produce a NonParty’s confidential information in its possession, and the Party is
28

1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

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

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

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

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

20
21 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
2 A.

3
4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
5 **OTHERWISE PROTECTED MATERIAL**

6 Pursuant to Rule 502 of the Federal Rules of Evidence, the inadvertent
7 disclosure of communications, documents, or information protected by the
8 attorney-client privilege, work product doctrine, or any other privilege (“Privileged
9 Material”) shall not constitute a waiver of any privilege or other protection if the
10 Producing Party took reasonable steps to prevent disclosure and also took
11 reasonable steps to rectify the error in the event of an inadvertent disclosure. The
12 Producing Party will be deemed to have taken reasonable steps to prevent
13 Privileged Material from inadvertent disclosure if that party utilized either attorney
14 screening, keyword search term screening, advanced analytical software
15 applications and/or linguistic tools in screening for privilege, work product, or
16 other protection. In the event of the inadvertent disclosure of Privileged Material,
17 the Producing Party shall be deemed to have taken reasonable steps to rectify the
18 error of the disclosure if, within thirty (30) days from the date that the inadvertent
19 disclosure was discovered or brought to the attention of the Producing Party, the
20 Producing Party notifies the Receiving Party of the inadvertent disclosure and
21 instructs the Receiving Party to promptly sequester, return, delete, or destroy all
22 copies of the inadvertently produced Privileged Material (including any and all
23 work product containing such Privileged Material). The Receiving Party also has
24 an affirmative obligation to notify the Producing Party if it receives
25 communications, documents, or information that appear to constitute Privileged
26 Material. Upon receiving such a request from the Producing Party, the Receiving
27 Party shall promptly sequester, return, delete, or destroy all copies of such
28 inadvertently produced Privileged Material (including any and all work product

1 containing such Privileged Material), and shall make no further use of such
2 Privileged Material (or work product containing such Privileged Material).

3
4 **12. MISCELLANEOUS**

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order, no Party waives any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in
10 this Stipulated Protective Order. Similarly, no Party waives any right to object on
11 any ground to use in evidence of any of the material covered by this Protective
12 Order. The entering of the Protective Order and subsequent “CONFIDENTIAL”
13 or “HIGHLY CONFIDENTIAL--ATTORNEY’S EYES ONLY” designation does
14 not prohibit a Party from redacting privileged, irrelevant and/or private confidential
15 information from documents designated as “CONFIDENTIAL” or “HIGHLY
16 CONFIDENTIAL—ATTORNEY’S EYES-ONLY.”

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

24
25 **13. FINAL DISPOSITION**

26 After the final disposition of this Action, within 60 days of a written request
27 by the Designating Party, each Receiving Party must return all Protected Material
28 to the Producing Party or destroy such material. As used in this subdivision, “all

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

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

20
21 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

22 DATED: January 12, 2018

23 MAGNANIMO & DEAN, LLP

24 By s/Lauren A. Dean
25 Lauren A. Dean
26 Attorneys for Plaintiff Gerald Iacono

27 DATED: January 12, 2018
28

1 By s/ Momo E. Takahashi
2 Momo E. Takahashi
3 Attorneys for Defendant International Business Machines Corporation

4 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

5
6 DATED: January 16, 2018

7
8 

9
10 _____
11 Paul L. Abrams
12 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 penalty of perjury that I
5 have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California on
7 [date] in the case of Gerald Iacono v. International Business Machines
8 Corporation, Case No. 2:17-cv-08083-FMO-PLA. I agree to comply with and to be
9 bound 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
16 Court for the Central District of California for the purpose of enforcing the terms
17 of this Stipulated Protective Order, even if such enforcement proceedings occur
18 after termination of this action. I hereby appoint _____
19 [print or type full name] of _____ [print or
20 type full address and telephone number] as my California agent for service of
21 process in connection with this action or any proceedings related to enforcement of
22 this Stipulated Protective Order.

23
24 Printed name: _____

25
26 Signature: _____