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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LA VERNE FIREFIGHTERS’
ASSOCIATION, LOCAL 3624, a labor
association; and VICTOR AMEZCUA,
DAVID BENSON, MICHAEL BENTZ,
DAVID BONANNO, LARRY
CAMPBELL, JOHN CONNOLLY, KYLE
DIAZ, SAM DOMINICK, MITCH
FOWLKES, ANDRE FLORES, DAVID
GARCIA, ANDREW GLAZE, JOHN
GRAPENTIN, KEVIN GREENWAY,
TODD HAROUTUNIAN, ADAM
HECHT, FRANK HERNANDEZ,
LEONARD KILMAN, JOE MANCINO,
TIM MARINO, DANNY MONTOYA,
TRAVIS MOORE, STEPHEN PAIGE,
STEPHEN QUEZADA, CORY
THOMPSON, VLADIMIR TRUBIN,
ADRIAN VILLARREAL, JAMES
WILFONG, and KEVIN WILTON,
individuals,

Plaintiffs,

v.

CITY OF LA VERNE, a municipal
corporation; PETER JANKOWSKI, an
individual; MICHAEL THOMPSON an
individual; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 2:17-cv-8743-GW-AFM

STIPULATED PROTECTIVE ORDER

1 Plaintiffs La Verne Firefighters' Association, Local 3624, Victor Amezcua,
2 David Benson, Michael Bentz, David Bonanno, Larry Campbell, John Connolly, Kyle
3 Diaz, Sam Dominick, Mitch Fowlkes, Andre Flores, David Garcia, Andrew Glaze,
4 John Grapentin, Kevin Greenway, Todd Haroutunian, Adam Hecht, Frank Hernandez,
5 Leonard Kilman, Joe Mancino, Tim Marino, Danny Montoya, Travis Moore, Stephen
6 Paige, Stephen Quezada, Cory Thompson, Vladimir Trubin, Adrian Villarreal, James
7 Wilfong and Kevin Wilton (collectively, "Plaintiffs") and Defendants City of La
8 Verne, Peter Jankowski, and Michael Thompson (collectively, "Defendants")
9 (together the "parties"), by and through their respective counsel of record, hereby
10 submit the following Stipulated Protective Order to govern discovery in this action.

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

12 Discovery in this action is likely to involve production of confidential or private
13 information for which special protection from public disclosure and from use for any
14 purpose other than prosecuting this litigation may be warranted. Accordingly, the
15 parties hereby stipulate to and petition the Court to enter the following Stipulated
16 Protective Order. The parties acknowledge that this Order does not confer blanket
17 protections on all disclosures or responses to discovery and that the protection it
18 affords from public disclosure and use extends only to the limited information or
19 items that are entitled to confidential treatment under applicable legal principles.

20 **B. GOOD CAUSE STATEMENT**

21 This action is likely to involve Plaintiffs' private information and records for
22 which special protection from public disclosure and from use for any purpose other
23 than prosecution of this action is warranted. That confidential material and
24 information consists of Plaintiffs' private medical records, which are otherwise
25 generally unavailable to the public, or which may be privileged or otherwise protected
26 from disclosure under state or federal statutes, court rules, case decisions, or common
27 law. Accordingly, and in order to expedite the flow of information, to facilitate the
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1 prompt resolution of disputes over confidentiality of discovery materials, to
2 adequately protect information the parties are entitled to keep confidential, to ensure
3 the parties are permitted reasonable necessary uses of such material in preparation for
4 and in the conduct of trial, to address their handling at the end of litigation, and serve
5 the ends of justice, a protective order for such information is justified in this matter. It
6 is the intent of the parties that information will not be designated as confidential for
7 tactical reasons and that nothing be so designated without a good faith belief that it
8 has been maintained in a confidential, non-public manner, and there is good cause
9 why it should not be part of the public record of this case.

10 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
11 **SEAL**

12 The parties further acknowledge, as set forth in Section 12.4, below, that this
13 Stipulated Protective 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 There is a strong presumption that the public has a right of access to judicial
18 proceedings and records in civil cases. In connection with non-dispositive motions,
19 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
20 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
21 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*
22 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
23 require good cause showing), and a specific showing of good cause or compelling
24 reasons with proper evidentiary support and legal justification, must be made with
25 respect to Protected Material that a party seeks to file under seal. The parties' mere
26 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
27 without the submission of competent evidence by declaration, establishing that the
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1 material sought to be filed under seal qualifies as confidential, privileged, or otherwise
2 protectable—constitute good cause.

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

12 Any document that is not confidential, privileged, or otherwise protectable in
13 its entirety will not be filed under seal if the confidential portions can be redacted.
14 If documents can be redacted, then a redacted version for public viewing, omitting
15 only the confidential, privileged, or otherwise protectable portions of the document,
16 shall be filed. Any application that seeks to file documents under seal in their
17 entirety should include an explanation of why redaction is not feasible.

18 **2. DEFINITIONS**

19 2.1 Challenging Party: a Party or Non-Party that challenges the designation
20 of information or items under this Order.

21 2.2 “CONFIDENTIAL” Information or Items: Plaintiffs’ medical records
22 (regardless of how it is generated, stored or maintained) that qualify for protection
23 under Federal Rule of Civil Procedure 26(c).

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House
25 Counsel (as well as their support staff).

1 2.5 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL”

4 2.6 Disclosure or Discovery Material: all items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 2.7 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
10 expert witness or as a consultant in this action.

11 2.9 House Counsel: attorneys who are employees of a party to this action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.10 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a party
17 to this action but are retained to represent or advise a party to this action and have
18 appeared in this action on behalf of that party or are affiliated with a law firm which
19 has appeared on behalf of that party.

20 2.12 Party: any party to this action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this action.

25 2.14 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
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1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 2.15 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL”

5 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
6 from a Producing Party.

7 **3. SCOPE**

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

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

15 **4. DURATION**

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

25 **5. DESIGNATING PROTECTED MATERIAL**

26 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
27 Party or Non-Party that designates information or items for protection under this
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1 Order must take care to limit any such designation to specific material that qualifies
2 under the appropriate standards. The Designating Party must designate for
3 protection only those parts of material, documents, items or oral or written
4 communications that qualify so that other portions of the material, documents, items
5 or communications for which protection is not warranted are not swept unjustifiably
6 within the ambit of this Order.

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

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

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

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic documents,
21 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
22 Producing Party affix the legend "CONFIDENTIAL" to each page that contains
23 protected material. If only a portion or portions of the material on a page qualifies for
24 protection, the Producing Party also must clearly identify the protected portion(s)
25 (e.g., by making appropriate markings in the margins) and must specify, for each
26 portion, the level of protection being asserted.

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

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

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

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

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
5 process under Local Rule 37-1 et seq.

6 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
7 stipulation pursuant to Local Rule 37-2.

8 6.4 The burden of persuasion in any such challenge proceeding shall be on
9 the Designating Party. Frivolous challenges and those made for an improper purpose
10 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
11 expose the Challenging Party to sanctions. Unless the Designating Party has waived
12 the confidentiality designation, all parties shall continue to afford the material in
13 question the level of protection to which it is entitled under the Producing Party’s
14 designation until the court rules on the challenge.

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

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection with this case
18 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
19 Material may be disclosed only to the categories of persons and under the conditions
20 described in this Order. When the litigation has been terminated, a Receiving Party
21 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

25 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
26 ordered by the court or permitted in writing by the Designating Party, a Receiving
27 Party may disclose any information or item designated “CONFIDENTIAL” 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) the officers, directors, and employees (including House Counsel) of the
6 Receiving Party to whom disclosure is reasonably necessary for this litigation and
7 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
9 is reasonably necessary for this litigation and who have signed the “Acknowledgment
10 and Agreement to Be Bound” (Exhibit A)¹;

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

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

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

18 (h) during their depositions, witnesses in the action to whom disclosure is
19 reasonably necessary and who have signed the “Acknowledgment and Agreement to
20 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
21 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
22 reveal Protected Material must be separately bound by the court reporter and may not
23 be disclosed to anyone except as permitted under this Stipulated Protective Order; and
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26 _____
27 ¹ If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert
28 should provide whatever information the Expert believes can be disclosed without violating any confidentiality
agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with the Designating
Party regarding any such engagement.

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

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

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

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

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

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

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

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

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

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

- 8 1. Promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a
10 confidentiality agreement with a Non-Party;
- 11 2. Promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this litigation, the relevant discovery request(s),
13 and a reasonably specific description of the information requested;
14 and
- 15 3. Make the information requested available for inspection by the
16 Non-Party.

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

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

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
27 Protected Material to any person or in any circumstance not authorized under this
28

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
2 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
3 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
4 persons to whom unauthorized disclosures were made of all the terms of this Order,
5 and (d) request such person or persons to execute the “Acknowledgment and
6 Agreement to Be Bound” that is attached hereto as Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

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

19 **12. MISCELLANEOUS**

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the court in the future.

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

27 12.3 Filing Protected Material. A Party that seeks to file under seal any
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1 Protected Material must comply with Local Civil Rule 79-5. Protected Material
2 may only be filed under seal pursuant to a court order authorizing the sealing of
3 the specific Protected Material at issue. If a Party's request to file Protected Material
4 under seal is denied by the court, then the Receiving Party may file the information in
5 the public record unless otherwise instructed by the court.

6 **13. FINAL DISPOSITION**

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

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1 14. VIOLATION

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

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

5
6 DATED: August 13, 2018

BROWN WHITE & OSBORN LLP

7 By _____

8 MATTHEW G. WHITTEN
9 *Attorneys for Plaintiffs La Verne Firefighters'*
10 *Association, et al.*

11 DATED: August 13, 2018

GROSSBERG & HOEHN

12
13 By _____

14 LAUREL A. HOEHN
15 *Attorneys for Defendants City of La Verne, et*
16 *al.*

17 **PURSUANT TO STIPULATION AND FOR GOOD CAUSE SHOWN, IT IS SO**
18 **ORDERED**

19 DATED: 8/13/2018

20
21 

22
23 ALEXANDER F. MacKINNON
24 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
5 I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Northern District of California on
7 [date] in the case of *La Verne Firefighters' Association, et al. v. City of La Verne, et*
8 *al.*, Case No. 2:17-cv-08743-GW (AFMx). I agree to comply with and to be bound by
9 all the terms of this Stipulated Protective Order and I understand and acknowledge
10 that failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any information
12 or item that is subject to this Stipulated Protective Order to any person or entity except
13 in strict compliance with the provisions of this Order.

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

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

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____