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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BERKSHIRE LIFE INSURANCE
COMPANY OF AMERICA,

Plaintiff,

vs.

ARSEN SUKIASYAN,

Defendant.

) Case No. 19-cv-1957 ODW (MRWx)

) **STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER**

Plaintiff BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA
("Berkshire") and Defendant ARSEN SUKIASYAN ("Sukiasyan"), by and through
their respective counsel, hereby stipulate as follows:

1. INTRODUCTION

1.1 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 only to the limited information or

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

6 1.2 GOOD CAUSE STATEMENT

7 This action involves confirmation of a rescission of an Overhead Expense
8 policy, policy no. Z3587830 (the “Policy”), issued by Berkshire to Sukiasyan. The
9 action is likely to involve confidential medical information, confidential and/or private
10 information of third parties, trade secrets and other valuable research, development,
11 commercial, financial, technical and/or proprietary information for which special
12 protection from public disclosure and from use for any purpose other than prosecution
13 of this action is warranted. Such confidential and/or proprietary materials and
14 information consist of, among other things, confidential business or financial
15 information, information regarding confidential business practices, or other
16 confidential research, development, or commercial information (including information
17 implicating privacy rights of third parties), information otherwise generally
18 unavailable to the public, or which may be privileged or otherwise protected from
19 disclosure under state or federal statutes, court rules, case decisions, or common law.
20 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
21 disputes over confidentiality of discovery materials, to adequately protect information
22 the parties are entitled to keep confidential, to ensure that the parties are permitted
23 reasonable necessary uses of such material in preparation for and in the conduct of
24 trial, to address their handling at the end of the litigation, and serve the ends of justice,
25 a protective order for such information is justified in this matter. It is the intent of the
26 parties that information will not be designated as confidential for tactical reasons and
27 that nothing be so designated without a good faith belief that it has been maintained in
28 a confidential, non-public manner, and there is good cause why it should not be part

1 of the public record of this case. The parties believe the need for protection should be
2 addressed by a court order, as opposed to a private agreement between the parties, to
3 facilitate the orderly and efficient discovery of relevant information while minimizing
4 the potential for unauthorized disclosure or use of confidential and/or proprietary
5 materials and information. Moreover, the parties would like the ability to request that
6 the Court rule on challenges to a party’s confidentiality designation, should any
7 challenges arise that the parties are unable to resolve by meeting and conferring.

8 2. DEFINITIONS

9 2.1 Action: This pending federal lawsuit - *Berkshire Life Insurance Company*
10 *of America v. Arsen Sukiasyan*, Case No. 2:19-cv-01957 ODW (MRWx).

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

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
14 how it is generated, stored or maintained) or tangible things that qualify for protection
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
16 Statement.¹

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
18 support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or
20 items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless of
23 the medium or manner in which it is generated, stored, or maintained (including, among
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27 ¹ At this time, the parties do not anticipate that discovery will entail items
28 requiring a “Highly Confidential,” attorney-eyes-only designation. However, in the
event such items are sought in discovery, the parties reserve their rights to submit an
amended protective order providing for such a designation for the Court’s approval.

1 other things, testimony, transcripts, and/or tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
5 expert witness or as a consultant in this Action and who is not a past or a current
6 employee of a Party or a competitor of a Party, and who, at the time of retention, is not
7 anticipated to become an employee of a Party or a competitor of a Party.

8 2.8 House Counsel: attorneys, including those for Berkshire or its parent
9 companies, affiliates, predecessors, successors, assignees, subsidiaries, directors,
10 officers, employees, representatives, and all other entities or persons acting on behalf
11 of Berkshire (hereinafter “Berkshire Entity Related Parties”), who are employees of a
12 party to this Action. House Counsel does not include Outside Counsel of Record or
13 any other outside counsel.

14 2.9 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.10 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, and includes support staff.

20 2.11 Party: any party to this Action, and/or any Berkshire Entity Related
21 Parties, including all of its officers, directors, employees, consultants, retained experts,
22 and Outside Counsel of Record (and their support staffs).

23 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.13 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
28 their employees and subcontractors.

1 2.14 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL.”

3 2.15 Receiving Party: a Party that receives Disclosures or Discovery Material
4 from a Producing Party.

5 3. SCOPE

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

11 Any use of Protected Material at trial will be governed by the orders of the trial
12 judge. This Order does not govern the use of Protected Material at trial.

13 4. DURATION

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

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
25 under 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, items,

1 or communications for which protection is not warranted are not swept unjustifiably
2 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 purpose
5 (e.g., to unnecessarily encumber the case development process or to impose
6 unnecessary expenses and burdens on other parties) may expose the Designating Party
7 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 this
12 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
13 or ordered, Disclosure or Discovery Material that qualifies for protection under this
14 Order must be clearly so designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

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

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and before
26 the designation, all of the material made available for inspection will be deemed
27 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
28 copied and produced, the Producing Party must determine which documents, or

1 portions thereof, qualify for protection under this Order. Then, before producing the
2 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
3 to each page that contains Protected Material. If only a portion or portions of the
4 material on a page qualifies for protection, the Producing Party also must clearly
5 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

6 (b) for testimony given in depositions that the Designating Party identify the
7 Disclosure or Discovery Material on the record, before the close of the deposition all
8 protected testimony. When it is impractical to identify separately each portion of
9 testimony that is entitled to protection, and when it appears that substantial portions of
10 the testimony may qualify for protection, the Party or Non-Party that sponsors, offers,
11 or gives the testimony may invoke on the record (before the deposition or proceeding
12 is concluded) a right to have up to 21 days after receipt of official (non-rough)
13 transcripts from the court reporter to identify the specific portions of the testimony as
14 to which protection is sought and the level of protection being asserted. Only those
15 portions of the testimony that are appropriately designated for protection within the 21
16 days shall be covered by the provisions of this Stipulated Protective Order.

17 Transcript pages containing Protected Material must be separately bound by the
18 court reporter, who must affix to the top of each such page the legend
19 “CONFIDENTIAL.”

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

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
27 failure to designate qualified information or items does not, standing alone, waive the
28 Designating Party’s right to secure protection under this Order for such material. Upon

1 timely correction of a designation, the Receiving Party must make reasonable efforts
2 to assure that the material is treated in accordance with the provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's Scheduling
6 Order. Unless a prompt challenge to a Designating Party's confidentiality designation
7 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
8 burdens, or a significant disruption or delay of the litigation, a Party does not waive its
9 right to challenge a confidentiality designation by electing not to mount a challenge
10 promptly after the original designation is disclosed.

11 6.2 Meet and Confer. The Challenging Party will initiate the dispute
12 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
13 et seq. The Challenging Party shall give written notice of each designation it is
14 challenging and describe the basis for each challenge. To avoid ambiguity as to
15 whether a challenge has been made, the written notice must recite that the challenge to
16 confidentiality is being made in accordance with this specific paragraph of the
17 Protective Order. The parties shall attempt to resolve each challenge in good faith and
18 must begin the process by conferring directly (in voice to voice dialogue; other forms
19 of communication are not sufficient) pursuant to Local Rule 37.1. In conferring, the
20 Challenging Party must explain the basis for its belief that the confidentiality
21 designation was not proper and must give the Designating Party an opportunity to
22 review the designated material, to reconsider the circumstances, and, if no change in
23 designation is offered, to explain the basis for the chosen designation. A Challenging
24 Party may proceed to the next stage of the challenge process only if it has engaged in
25 this meet and confer process first or establishes that the Designating Party is unwilling
26 to participate in the meet and confer process in a timely manner.

27 6.3 The burden of persuasion in any such challenge proceeding will be on the
28 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,

1 to harass or impose unnecessary expenses and burdens on other parties) may expose the
2 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
3 the confidentiality designation, all parties will continue to afford the material in question
4 the level of protection to which it is entitled under the Producing Party’s designation
5 until the Court rules on the challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

16 7.2 Disclosures of “CONFIDENTIAL” Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
19 only to:

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

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

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

28 (d) the Court and its personnel;

1 (e) court reporters and their staff;

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

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

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

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

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

20 If a Party is served with a subpoena or a court order issued in other litigation that
21 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 notification will
24 include a copy of the subpoena or court order;

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

1 (c) cooperate with respect to all reasonable procedures sought to be pursued
2 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 will not produce any information designated in this action
5 as “CONFIDENTIAL” before a determination by the court from which the subpoena
6 or order issued, unless the Party has obtained the Designating Party’s permission. The
7 Designating Party will bear the burden and expense of seeking protection in that court
8 of its confidential material and nothing in these provisions should be construed as
9 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
10 directive from another court.

11 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
12 IN THIS LITIGATION

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

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

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

25 (2) promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably
27 specific description of the information requested; and
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1 (3) make the information requested available for inspection by the
2 Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within 14
4 days of receiving the notice and accompanying information, the Receiving Party may
5 produce the Non-Party's confidential information responsive to the discovery request.
6 If the Non-Party timely seeks a protective order, the Receiving Party will not produce
7 any information in its possession or control that is subject to the confidentiality
8 agreement with the Non-Party before a determination by the court.

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 Any inadvertent disclosure or production of materials subject to the work
21 product doctrine, attorney-client privilege, or any other applicable privilege or
22 protection shall not constitute or be deemed a waiver of any such privilege or
23 protection, provided that the Producing Party shall notify the Receiving Party in writing
24 of such protection or privilege promptly after the Producing Party discovers such
25 materials have been inadvertently produced. A Party who receives any inadvertently
26 disclosed information may not use or disclose such information in this or in any other
27 proceeding, or to any third party. When a Producing Party gives notice to Receiving
28 Parties that certain inadvertently produced material is subject to a claim of privilege or

1 other 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 whatever
3 procedure may be established in an e-discovery order that provides for production
4 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),
5 insofar as the parties reach an agreement on the effect of disclosure of a communication
6 or information covered by the attorney-client privilege or work product protection, the
7 parties may incorporate their agreement in the stipulated protective order submitted to
8 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. Without written permission from the
18 Designating Party or a court order secured after appropriate notice to all interested
19 persons, a Party may not file in the public record in this action any Protected Material,
20 and/or any information contained in or derived from any Protected Material. A Party
21 that seeks to file under seal any Protected Material and/or any information contained
22 in or derived from any Protected Material must comply with Civil Local Rule 79-5.
23 Protected Material may only be filed under seal pursuant to court order authorizing the
24 sealing of the specific protected material at issue. Pursuant to Civil Local Rule 79-5,
25 a sealing order will issue only upon a request establishing that the Protected Material
26 at issue is privileged, protectable as a trade secret, or otherwise entitled to protection
27 under the law. If a Receiving Party's Request to file Protected Material under seal is
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1 denied by the court, then the Receiving Party may file the information in the public
2 record unless otherwise instructed by the Court.

3 13. FINAL DISPOSITION

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

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1 14. Any willful violation of this Order may be punished by civil or criminal
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
3 authorities, or other appropriate action at the discretion of the Court.

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

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7 Dated: September 16, 2019

John R. Yates
YATES LITIGATION

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10 By: /s/ John R. Yates
John R. Yates
Attorneys for Defendant
ARSEN SUKIASYAN


11
12 Dated: September 16, 2019

Linda M. Lawson
Jason A. James
MESERVE, MUMPER & HUGHES LLP

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15 By: /s/ Jason A. James
Jason A. James
Attorneys for Plaintiff
BERKSHIRE LIFE INSURANCE
COMPANY OF AMERICA

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

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22 Dated: September 16, 2019



HON. MICHAEL R. WILNER
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[full name]**, of _____ **[full address]**, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [_____] in the case of *Berkshire Life Insurance Company of America v. Arsen Sukiasyan*, Case No. 2:19-cv-01957 ODW (MRWx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

Dated: _____
City and State where signed: _____

Printed Name: _____

Signature: _____