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9  
 10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12  
 13  
 14 LOS ANGELES WATERKEEPER,  
 15 a public benefit non-profit  
 16 corporation,

Case No. **2:20-cv-10480 - CBM (MAA)**

**STIPULATED PROTECTIVE  
 ORDER**

17 Plaintiff,

18 v.

19 KRAMER METALS, INC., a  
 20 California corporation

21 Defendant.

22  
 23 **1. PURPOSES AND LIMITATIONS**

24 Discovery in this Action is likely to involve production of confidential,  
 25 proprietary, or private information for which special protection from public  
 26 disclosure and from use for any purpose other than prosecuting this litigation may  
 27 be warranted. Accordingly, Los Angeles Waterkeeper (“LA Waterkeeper”) and  
 28 Kramer Metals, Inc. (“Kramer Metals”) (referred to herein individually as a

1 “Party,” and collectively as the “Parties”) hereby stipulate to and petition the Court  
2 to enter the following Stipulated Protective Order. The Parties acknowledge that  
3 this Stipulated Protective Order does not confer blanket protections on all  
4 disclosures or responses to discovery, and that the protection it affords from public  
5 disclosure and use extends only to the limited information or items that are entitled  
6 to confidential treatment under the applicable legal principles. The Parties further  
7 acknowledge, as set forth in Section 13.3 below, that this Stipulated Protective  
8 Order does not entitle them to file confidential information under seal; Local Rule  
9 79-5 sets forth the procedures that must be followed and the standards that will be  
10 applied when a Party seeks permission from the Court to file material under seal.  
11 Discovery in this type of action may involve production of confidential, proprietary,  
12 or private information for which special protection from public disclosure and from  
13 use for any purpose other than prosecuting this litigation may be warranted.

14  
15 **2. GOOD CAUSE STATEMENT**

16 This Action may involve disclosure or production of confidential and  
17 proprietary materials and information for which special protection from public  
18 disclosure, and from use for any purpose other than prosecution of this Action, is  
19 warranted. Such confidential and proprietary information may consist of customer  
20 and pricing lists, business agreements entered into with third parties, information  
21 regarding the volume of material processed, sold, and/or acquired by Kramer  
22 Metals, and the company’s financial information otherwise generally unavailable to  
23 the public, or which may be privileged or otherwise protected from disclosure under  
24 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
25 to expedite the flow of information, to facilitate the prompt resolution of disputes  
26 over confidentiality of discovery materials, to adequately protect information the  
27 Parties are entitled to keep confidential, to ensure that the Parties are permitted  
28 reasonable necessary uses of such material in preparation for and in the conduct of

1 trial, to address their handling at the end of the litigation, and to serve the ends of  
2 justice, a protective order for such information is justified in this matter. It is the  
3 intent of the Parties that information will not be designated as confidential for  
4 tactical reasons and that nothing be so designated without a good faith belief that it  
5 has been maintained in a confidential, non-public manner, and there is good cause  
6 why it should not be part of the public record of this case.

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9 **3. DEFINITIONS**

- 10 3.1. Action: Los Angeles Waterkeeper v. Kramer Metals, Inc., Case No.  
11 2:20-cv-10480 - CBM (MAA)
- 12 3.2. Challenging Party: A Party or Nonparty that challenges the  
13 designation of information or items under this Stipulated Protective  
14 Order.
- 15 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of  
16 how it is generated, stored or maintained) or tangible things that  
17 qualify for protection under Federal Rule of Civil Procedure 26(c), and  
18 as specified above in the Good Cause Statement.
- 19 3.4. Counsel: Outside Counsel of Record, In-House Counsel, and/or  
20 Corporate Counsel (as well as their support staff).
- 21 3.5. Designating Party: A Party or Nonparty that designates information or  
22 items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL.”
- 24 3.6. Disclosure or Discovery Material: All items or information, regardless  
25 of the medium or manner in which it is generated, stored, or  
26 maintained (including, among other things, testimony, transcripts, and  
27 tangible things), that is produced or generated in disclosures,  
28 inspections, or responses to discovery in this matter.

- 1 3.7. Expert: A person with specialized knowledge or experience in a  
2 matter pertinent to the litigation who has been retained by a Party or its  
3 counsel to serve as an expert witness or as a consultant in this Action.
- 4 3.8. In-House Counsel: Attorneys who are employees of a Party to this  
5 Action. In-House Counsel does not include Outside Counsel of  
6 Record or any other outside counsel.
- 7 3.9. Nonparty: Any natural person, partnership, corporation, association,  
8 or other legal entity not named as a Party to this action.
- 9 3.10. 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  
11 this Action and have appeared in this Action on behalf of that party or  
12 are affiliated with a law firm which has appeared on behalf of that  
13 party, and includes support staff.
- 14 3.11. Party: Any Party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, Counsel (and their support  
16 staffs).
- 17 3.12. Producing Party: A Party or Nonparty that produces Disclosure or  
18 Discovery Material in this Action.
- 19 3.13. Professional Vendors: Persons or entities that provide litigation  
20 support services (e.g., photocopying, videotaping, translating,  
21 preparing exhibits or demonstrations, and organizing, storing, or  
22 retrieving data in any form or medium) and their employees and  
23 subcontractors.
- 24 3.14. Protected Material: Any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”
- 26 3.15. Receiving Party: A Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

28 **4. SCOPE**

1 The protections conferred by this Stipulated Protective Order cover not only  
2 Protected Material, but also (1) any information copied or extracted from Protected  
3 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
4 and (3) any testimony, conversations, or presentations by Parties or their Counsel  
5 that might reveal Protected Material.

6 Any use of Protected Material at trial shall be governed by the orders of the  
7 trial judge. This Stipulated Protective Order does not govern the use of Protected  
8 Material at trial.

9  
10 **5. DURATION**

11  
12 Once a case proceeds to trial, all of the information that was designated as  
13 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order  
14 becomes public and presumptively will be available to all members of the public,  
15 including the press, unless compelling reasons supported by specific factual  
16 findings to proceed otherwise are made to the trial judge in advance of the trial. *See*  
17 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006)  
18 (distinguishing “good cause” showing for sealing documents produced in discovery  
19 from “compelling reasons” standard when merits-related documents are part of  
20 court record). Accordingly, the terms of this Stipulated Protective Order do not  
21 extend beyond the commencement of the trial.  
22

23 **6. DESIGNATING PROTECTED MATERIAL**

24 6.1. Exercise of Restraint and Care in Designating Material for Protection.

25 Each Party or Nonparty that designates information or items for  
26 protection under this Stipulated Protective Order must: (a) take care to  
27 limit any such designation to specific material consistent with the  
28 Good Cause Statement; and (b) identify and explain the basis for the

1 designation with sufficient detail to allow the non-designating party to  
2 evaluate the applicability of the privilege asserted. The Designating  
3 Party must designate for protection only those parts of material,  
4 documents, items, or oral or written communications that qualify so  
5 that other portions of the material, documents, items, or  
6 communications for which protection is not warranted are not swept  
7 unjustifiably within the ambit of this Stipulated Protective Order.

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

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

18 6.2. Manner and Timing of Designations.

19 Except as otherwise provided in this Stipulated Protective Order,  
20 or as otherwise stipulated or ordered, Disclosure or Discovery Material  
21 that qualifies for protection under this Stipulated Protective Order must  
22 be clearly so designated before the material is disclosed or produced.

23 Designation in conformity with this Stipulated Protective Order  
24 requires the following:

- 25 (a) For information in documentary form (*e.g.*, paper or electronic  
26 documents, but excluding transcripts of depositions or other  
27 pretrial or trial proceedings), that the Producing Party affix at a  
28 minimum, the legend "CONFIDENTIAL" (hereinafter

1 “CONFIDENTIAL legend” to each page that contains protected  
2 material. If only a portion or portions of the material on a page  
3 qualifies for protection, the Producing Party also must clearly  
4 identify the protected portion(s) (*e.g.*, by making appropriate  
5 markings in the margins).

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

- 22 (b) For testimony given in depositions, that the Designating Party  
23 identify the Disclosure or Discovery Material on the record,  
24 before the close of the deposition, all protected testimony.
- 25 (c) For information produced in some form other than documentary,  
26 and for any other tangible items, that the Producing Party affix  
27 in a prominent place on the exterior of the container or  
28 containers in which the information is stored the legend

1 “CONFIDENTIAL.” If only a portion or portions of the  
2 information warrants protection, the Producing Party, to the  
3 extent practicable, shall identify the protected portion(s).  
4 (d) for potential evidence collected (e.g. photos, images, video) during,  
5 or that result from (e.g. sample analysis), a Rule 34 site inspection, LA  
6 Waterkeeper shall initially treat as Protected Material, and provide  
7 copies of the information and items collected/acquired to Kramer  
8 Metals within 7 days. Kramer Metals shall designate any items that  
9 qualify as CONFIDENTIAL within 7 days of its receipt of copies of  
10 the information or items, after which point only information and items  
11 designated CONFIDENTIAL will be treated as Protected Material  
12 (subject only to paragraph 6.3).

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15 6.3. Inadvertent Failure to Designate.

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

23  
24 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 7.1. Timing of Challenges.

26 Any Party or Nonparty may challenge a designation of  
27 confidentiality at any time that is consistent with the Court’s  
28 Scheduling Order.

1 7.2. Meet and Confer.

2 The Challenging Party shall initiate the dispute resolution  
3 process, which shall comply with Local Rule 37.1 et seq., and with  
4 Section 4 of Judge Audero’s Procedures (“Mandatory Telephonic  
5 Conference for Discovery Disputes”).<sup>1</sup>

6 7.3. Burden of Persuasion.

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

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17 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

18 8.1. Basic Principles.

19 A Receiving Party may use Protected Material that is disclosed  
20 or produced by another Party or by a Nonparty in connection with this  
21 Action only for prosecuting, defending, or attempting to settle this  
22 Action. Such Protected Material may be disclosed only to the  
23 categories of persons and under the conditions described in this  
24 Stipulated Protective Order. When the Action reaches a final  
25 disposition, a Receiving Party must comply with the provisions of  
26

27 \_\_\_\_\_  
28 <sup>1</sup> Judge Audero’s Procedures are available at  
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 Section 14 below.

2 Protected Material must be stored and maintained by a  
3 Receiving Party at a location and in a secure manner that ensures that  
4 access is limited to the persons authorized under this Stipulated  
5 Protective Order.

6 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

7 Unless otherwise ordered by the Court or permitted in writing  
8 by the Designating Party, a Receiving Party may disclose any  
9 information or item designated “CONFIDENTIAL” only to:

- 10 (a) The Receiving Party’s Outside Counsel of Record in this Action  
11 or Corporate Counsel, as well as employees of said Outside  
12 Counsel of Record or Corporate Counsel to whom it is  
13 reasonably necessary to disclose the information for this Action;
- 14 (b) The officers, directors, and employees (including In-House  
15 Counsel) of the Receiving Party to whom disclosure is  
16 reasonably necessary for this Action;
- 17 (c) Experts (as defined in this Order) of the Receiving Party to  
18 whom disclosure is reasonably necessary for this Action and  
19 who have signed the “Acknowledgment and Agreement to Be  
20 Bound” (Exhibit A);
- 21 (d) The Court and its personnel;
- 22 (e) Court reporters and their staff;
- 23 (f) Professional jury or trial consultants, mock jurors, and  
24 Professional Vendors to whom disclosure is reasonably  
25 necessary for this Action and who have signed the  
26 “Acknowledgment and Agreement to be Bound” (Exhibit A);
- 27 (g) The author or recipient of a document containing the  
28 information or a custodian or other person who otherwise

1                    possessed or knew the information;

- 2                    (h) During their depositions, witnesses, and attorneys for witnesses,  
3                    in the Action to whom disclosure is reasonably necessary  
4                    provided: (i) the deposing party requests that the witness sign  
5                    the “Acknowledgment and Agreement to Be Bound” (Exhibit  
6                    A); and (ii) the witness will not be permitted to keep any  
7                    confidential information unless they sign the “Acknowledgment  
8                    and Agreement to Be Bound,” unless otherwise agreed by the  
9                    Designating Party or ordered by the Court. Pages of transcribed  
10                    deposition testimony or exhibits to depositions that reveal  
11                    Protected Material may be separately bound by the court  
12                    reporter and may not be disclosed to anyone except as permitted  
13                    under this Stipulated Protective Order; and  
14                    (i) Any mediator or settlement officer, and their supporting  
15                    personnel, mutually agreed upon by any of the Parties engaged  
16                    in settlement discussions.

17  
18                    **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
19                    **PRODUCED 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 notification  
24                    shall include a copy of the subpoena or court order;  
25                    (b) Promptly notify in writing the party who caused the subpoena or order  
26                    to issue in the other litigation that some or all of the material covered  
27                    by the subpoena or order is subject to this Stipulated Protective Order.  
28                    Such notification shall include a copy of this Stipulated Protective

1 Order; and

- 2 (c) Cooperate with respect to all reasonable procedures sought to be  
3 pursued by the Designating Party whose Protected Material may be  
4 affected.

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

13  
14 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
15 **PRODUCED IN THIS LITIGATION**

16 10.1. Application.

17 The terms of this Stipulated Protective Order are applicable to  
18 information produced by a Nonparty in this Action and designated as  
19 “CONFIDENTIAL.” Such information produced by Nonparties in  
20 connection with this litigation is protected by the remedies and relief  
21 provided by this Stipulated Protective Order. Nothing in these  
22 provisions should be construed as prohibiting a Nonparty from seeking  
23 additional protections.

24 10.2. Notification.

25 In the event that a Party is required, by a valid discovery  
26 request, to produce a Nonparty’s confidential information in its  
27 possession, and the Party is subject to an agreement with the Nonparty  
28 not to produce the Nonparty’s confidential information, then the Party

1 shall:

- 2 (a) Promptly notify in writing the Requesting Party and the  
3 Nonparty that some or all of the information requested is subject  
4 to a confidentiality agreement with a Nonparty;
- 5 (b) Promptly provide the Nonparty with a copy of the Stipulated  
6 Protective Order in this Action, the relevant discovery  
7 request(s), and a reasonably specific description of the  
8 information requested; and
- 9 (c) Make the information requested available for inspection by the  
10 Nonparty, if requested.

11 **10.3. Conditions of Production.**

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

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23 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party immediately must (1) notify in  
27 writing the Designating Party of the unauthorized disclosures, (2) use its best  
28 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the

1 person or persons to whom unauthorized disclosures were made of all the terms of  
2 this Stipulated Protective Order, and (4) request such person or persons to execute  
3 the “Acknowledgment and Agreement to be Bound” (Exhibit A).

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

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

16  
17 **13. MISCELLANEOUS**

18 13.1. Right to Further Relief.

19 Nothing in this Stipulated Protective Order abridges the right of  
20 any person to seek its modification by the Court in the future.

21 13.2. Right to Assert Other Objections.

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

28 13.3. Filing Protected Material.

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

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9   **14.   FINAL DISPOSITION**

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

28   **15.   VIOLATION**

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

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

Dated: 03/31/2021

/s/ Jesse Swanhuysen  
Attorney(s) for Plaintiff Los Angeles

Waterkeeper

Dated: 03/31/2021

/s/ Ruben A. Castellón  
Attorney(s) for Defendant Kramer

Metals, Inc.

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

Dated: 04/01/2021

  
\_\_\_\_\_  
Maria A. Audero  
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
4 \_\_\_\_\_ [address], declare under penalty of perjury that I have read in its  
5 entirety and understand the Stipulated Protective Order that was issued by the  
6 United States District Court for the Central District of California on \_\_\_\_\_  
7 [date] in the case of *Los Angeles Waterkeeper v. Kramer Metals, Inc.* Case No.  
8 2:20-cv-10480 - CBM (MAA). I agree to comply with and to be bound by all the  
9 terms of this Stipulated Protective Order, and I understand and acknowledge that  
10 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  
12 information or item that is subject to this Stipulated Protective Order to any person  
13 or entity except in strict compliance with the provisions of this Stipulated Protective  
14 Order.

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

22  
23 Signature: \_\_\_\_\_

24 Printed Name: \_\_\_\_\_

25 Date: \_\_\_\_\_

26 City and State Where Sworn and Signed: \_\_\_\_\_

27  
28