

1 ROGERS JOSEPH O'DONNELL
 2 Dennis C. Huie (State Bar No. 184377)
 3 dhuie@rjo.com
 4 Sharon O. Rossi (State Bar No. 232725)
 5 srossi@rjo.com
 6 Emily A. Wieser (State Bar No. 311315)
 7 ewieser@rjo.com
 8 311 California Street
 9 San Francisco, California 94104
 10 Telephone: 415.956.2828
 11 Facsimile: 415.956.6457

12 Attorneys for Defendant
 13 METRO SERVICES GROUP

14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA

16 MARIA CABRERA GIRON, an
 17 individual, on her own behalf and on
 18 behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 METRO SERVICES GROUP, a
 22 California corporation; and DOES 1
 23 through 100, inclusive,

24 Defendants.

Case No. 2:21-cv-01424 FMO (AFMx)

[Removed from Los Angeles County Superior
 Court, Case No. 20STCV16779]

CLASS ACTION

**STIPULATED PROTECTIVE
 ORDER¹**

Date of first filing: April 29, 2020

25 1. A. **PURPOSES AND LIMITATIONS**

26 Discovery in this action is likely to involve production of confidential,
 27 proprietary or private information for which special protection from public
 28 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

¹ This Stipulated Protective Order is based substantially on the model protective
 order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 Order does not confer blanket protections on all disclosures or responses to
2 discovery and that the protection it affords from public disclosure and use extends
3 only to the limited information or items that are entitled to confidential treatment
4 under the applicable legal principles.

5 B. GOOD CAUSE STATEMENT

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

1 public record of this case.

2 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
3 SEAL

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

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

22 Further, if a party requests sealing related to a dispositive motion or
23 trial, then compelling reasons, not only good cause, for the sealing must be shown,
24 and the relief sought shall be narrowly tailored to serve the specific interest to be
25 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
26 2010). For each item or type of information, document, or thing sought to be filed
27 or introduced under seal in connection with a dispositive motion or trial, the party
28 seeking protection must articulate compelling reasons, supported by specific facts

1 and legal justification, for the requested sealing order. Again, competent evidence
2 supporting the application to file documents under seal must be provided by
3 declaration.

4 Any document that is not confidential, privileged, or otherwise
5 protectable in its entirety will not be filed under seal if the confidential portions can
6 be redacted. If documents can be redacted, then a redacted version for public
7 viewing, omitting only the confidential, privileged, or otherwise protectable
8 portions of the document, shall be filed. Any application that seeks to file
9 documents under seal in their entirety should include an explanation of why
10 redaction is not feasible.

11 2. DEFINITIONS

12 2.1 Action: *Maria Cabrera Giron v. Metro Services Group*, Central
13 District of California, Case No. 2:21-cv-01424 FMO (AFMx) [Removed from Los
14 Angeles County Superior Court, Case No. 20STCV16779].

15 2.2 Challenging Party: a Party or Non-Party that challenges the
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
20 the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained
28 (including, among other things, testimony, transcripts, and tangible things), that

1 are produced or generated in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve
4 as an expert witness or as a consultant in this Action.

5 2.8 House Counsel: attorneys who are employees of a party to this
6 Action. House Counsel does not include Outside Counsel of Record or any other
7 outside counsel.

8 2.9 Non-Party: any natural person, partnership, corporation, association or
9 other legal entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a
11 party to this Action but are retained to represent or advise a party to this Action
12 and have appeared in this Action on behalf of that party or are affiliated with a law
13 firm that has appeared on behalf of that party, and includes support staff.

14 2.11 Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and
16 their support staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 2.13 Professional Vendors: persons or entities that provide litigation
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits
21 or demonstrations, and organizing, storing, or retrieving data in any form or
22 medium) and their employees and subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

27 3. SCOPE

28 The protections conferred by this Stipulation and Order cover not only

1 Protected Material (as defined above), but also: (1) any information copied or
2 extracted from Protected Material; (2) all copies, excerpts, summaries, or
3 compilations of Protected Material; and (3) any testimony, conversations, or
4 presentations by Parties or their Counsel that might reveal Protected Material.

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

7 4. DURATION

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

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

27 Mass, indiscriminate or routinized designations are prohibited. Designations
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to
2 impose unnecessary expenses and burdens on other parties) may expose the
3 Designating Party to sanctions.

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

7 5.2 Manner and Timing of Designations. Except as otherwise provided in
8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
10 under this Order must be clearly so designated before the material is disclosed or
11 produced.

12 Designation in conformity with this Order requires:

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

20 A Party or Non-Party that makes original documents available for
21 inspection need not designate them for protection until after the inspecting Party
22 has indicated which documents it would like copied and produced. During the
23 inspection and before the designation, all of the material made available for
24 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
25 identified the documents it wants copied and produced, the Producing Party must
26 determine which documents, or portions thereof, qualify for protection under this
27 Order. Then, before producing the specified documents, the Producing Party must
28 affix the "CONFIDENTIAL legend" to each page that contains Protected Material.

1 If only a portion of the material on a page qualifies for protection, the Producing
2 Party also must clearly identify the protected portion(s) (e.g., by making
3 appropriate markings in the margins).

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

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

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive
15 the Designating Party’s right to secure protection under this Order for such
16 material. Upon timely correction of a designation, the Receiving Party must make
17 reasonable efforts to assure that the material is treated in accordance with the
18 provisions of this Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court’s
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37-1 et seq.

25 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
26 joint stipulation pursuant to Local Rule 37-2.

27 6.4 The burden of persuasion in any such challenge proceeding shall be on
28 the Designating Party. Frivolous challenges, and those made for an improper

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

7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
19 otherwise ordered by the court or permitted in writing by the Designating Party, a
20 Receiving Party may disclose any information or item designated
21 "CONFIDENTIAL" only to:

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

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

28 (c) Experts (as defined in this Order) of the Receiving Party to

1 whom disclosure is reasonably necessary for this Action and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (d) the court and its personnel;

4 (e) court reporters and their staff;

5 (f) professional jury or trial consultants, mock jurors, and

6 Professional Vendors to whom disclosure is reasonably necessary for this Action
7 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
8 A);

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

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

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

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

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

28 (a) promptly notify in writing the Designating Party. Such

1 notification shall include a copy of the subpoena or court order;

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

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

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

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

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

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

27 (1) promptly notify in writing the Requesting Party and the
28 Non-Party that some or all of the information requested is subject to a

1 confidentiality agreement with a Non-Party;

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

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

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

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

28 When a Producing Party gives notice to receiving Parties that certain

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

10 12. MISCELLANEOUS

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

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

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

25 12.4 Agreement of the Parties. The Parties agree to be bound by this
26 Stipulated Protective Order pending its approval and entry by the Court. In the
27 event that the Court modifies this Stipulated Protective Order, or in the event that
28 the Court enters a different protective order, the Parties agree to be bound by this

1 Stipulated Protective Order until such time as the Court may enter such a different
2 order. It is the Parties' intent to be bound by the terms of this stipulation and order
3 pending its entry, so as to allow for immediate production of Confidential
4 Information under the terms herein.

5 13. FINAL DISPOSITION

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

24 ///
25 ///
26 ///
27 ///
28 ///

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
5 DATED: 7/13/2021

6 By: /s/ Aleksandra Urban
7 Kevin Lipeles
8 Aleksandra Urban
9 LIPELES LAW GROUP, APC
10 Attorneys for Plaintiff

11 DATED: 7/13/2021

12 By: /s/ Dennis C. Huie
13 Dennis C. Huie
14 Emily A. Wieser
15 ROGERS JOSEPH O'DONNELL
16 Attorneys for Defendant

17 SIGNATURE ATTESTATION

18 I hereby attest that I have on file all holographic signatures
19 corresponding to any signatures indicated by a conformed signature (/S/) within this
20 e-filed document.”

21 Dated: 7/13/2021

22 By: /s/ Dennis C. Huie
23 Dennis C. Huie
24 ROGERS JOSEPH O'DONNELL
25 Attorneys for Defendant

26 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

27 DATED: 7/14/2021

28 

HON. ALEXANDER F. MacKINNON
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

1
2
3 I, _____ [print or type full name] of
4 _____ [print or type full address], declare
5 under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for
7 the Central District of California on [date] in the case of *Maria Cabrera Giron v.*
8 *Metro Services Troup*, Case No. 2:21-cv-01424 FMO (AFMx)[Removed from Los
9 Angeles County Superior Court, Case No. 20STCV16779]. I agree to comply with
10 and to be bound by all the terms of this Stipulated Protective Order and I
11 understand and acknowledge that failure to so comply could expose me to sanctions
12 and punishment in the nature of contempt. I solemnly promise that I will not
13 disclose in any manner any information or item that is subject to this Stipulated
14 Protective Order to any person or entity except in strict compliance with the
15 provisions of this Order. I further agree to submit to the jurisdiction of the United
16 States District Court for the Central District of California for enforcing the terms of
17 this Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [print or
19 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 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____

27
28