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

AIRDOCTOR, LLC

Plaintiff

v.

LONNI, INC.,
SHENZHENS HIDAZHANPENG TUHULI
ANWANGYOU XIANGONGSI and JOBA

1

Defendants

CASE NO. 2:23-cv-00353-GW (ASx)

PROTECTIVE ORDER**1. PURPOSES AND LIMITATIONS**

1 Discovery in this action is likely to involve production of confidential, proprietary,
2 or private information for which special protection from public disclosure and from
3 use for any purpose other than prosecuting this litigation. may be warranted.
4 Accordingly, the parties hereby stipulate to and petition the Court to enter the
5 following Stipulated Protective Order. The parties acknowledge that this Order does
6 not confer blanket protections on all disclosures or responses to discovery and that
7 the protection it affords from public disclosure and use extends only to the limited
8 information or items that are entitled to confidential treatment under the applicable
9 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
10 that this Stipulated Protective Order does not entitle them to file confidential
11 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
12 followed and the standards that will be applied when a party seeks permission from the
13 court to file material under seal.

14 1.1 GOOD CAUSE STATEMENT

15 This action is likely to involve trade secrets, customer and pricing lists and other
16 valuable research, development, commercial, financial, technical and/or proprietary
17 information for which special protection from public disclosure and from use for any
18 purpose other than prosecution of this action is warranted. Such confidential and
19 proprietary materials and information consist of, among other things, confidential
20 business or financial information, information regarding confidential business
21 practices, or other confidential research, development, or commercial information
22 (including information implicating privacy rights of third parties), information
23 otherwise generally unavailable to the public, or which may be privileged or
24 otherwise protected from disclosure under state or federal statutes, court rules, case
25 decisions, or common law. Accordingly, to expedite the flow of information, to
26 facilitate the prompt resolution of disputes over confidentiality of discovery
27 materials, to adequately protect information the parties are entitled to keep
28

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

9 Additionally, here, there is a need for a two-tiered, attorneys' eyes only
10 protective order that designates certain material as "HIGHLY CONFIDENTIAL –
11 ATTORNEYS' EYES ONLY". See *Elements Spirits, Inc. v. Iconic Brands, Inc.*, Civ.
12 No. CV 15-02692 DDP(AGR_x), 2016 WL 2642206, at *1–*2 (C.D. Cal. May 9,
13 2016) (holding that protective order with attorneys' eyes only designation was
14 warranted to protect party's confidential information) (citing *Nutratch, Inc. v.*
15 *Syntech Int'l, Inc.*, 242 F.R.D. 552, 555 (C.D. Cal. 2008); *Brown Bag Software v.*
16 *Symantec Corp.*, 960 F.2d 1465, 1470 (9th Cir. 1992)).

17 2. DEFINITIONS

18 2.1 Action: this pending federal lawsuit, *AirDoctor, LLC v. Lonni, Inc. et al.*,
19 Case No. 2:23-cv-00353-GW-AS.

20 2.2 Challenging Party: a Party (as defined herein) or Non-Party (as defined
21 herein) that challenges the designation of information or items under this
22 Stipulated Protective Order.

23 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it
24 is generated, stored or maintained) or tangible things that qualify for
25 protection under Federal Rule of Civil Procedure 26(c), as specified in the
26 Good Cause Statement.

27 2.4 "CONFIDENTIAL – AEO" Information or Items: information or items that
28 is/are extremely confidential and/or sensitive, the disclosure of which to any

1 other Party or Non-Party would create a substantial risk of serious harm,
2 including competitive injury, that could not be avoided by less restrictive
3 means.

4 2.5 Counsel: Outside Counsel of Record (as defined herein) and In-House
5 Counsel (as defined herein), as well as their support staff.

6 2.6 Designating Party: a Party or Non-Party that designates information or items
7 that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL” or “CONFIDENTIAL - AEO”.

9 2.7 Disclosure or Discovery Material: all items or information, regardless of the
10 medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things) that are
12 produced or generated in disclosures or responses to discovery in this matter.

13 2.8 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its Counsel to
15 serve as an Expert or as a consultant in this Action.

16 2.9 In-House Counsel: attorneys who are employees of a party to this Action. In-
17 House Counsel does not include Outside Counsel of Record or any other
18 outside counsel.

19 2.10 Non-Party: any natural person, partnership, corporation, association or other
20 legal entity not named as a Party to this action, including support staff.

21 2.11 Outside Counsel of Record: attorneys who are not employees of a Party to
22 this Action but are retained to represent or advise a Party to this Action and
23 have appeared in this Action on behalf of that Party or are affiliated with a
24 law firm, which has appeared on behalf of that Party, including support staff.

25 2.12 Party: any Party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record
27 (and their support staff).

28 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery

1 Material in this Action.

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

6 2.15 Protected Material: any Disclosure or Discovery Material that is designated
7 as “CONFIDENTIAL” or “CONFIDENTIAL - AEO”.

8 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from
9 a Producing Party.

10 3. SCOPE

11 The protections conferred by this Stipulated Protective Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or extracted
13 from Protected Material or information that is otherwise based in whole or in part on
14 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
15 Material; and (3) any testimony, conversations, or presentations by Parties or their
16 Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the orders of the
18 trial judge. This Stipulated Protective Order does not govern the use of Protected
19 Material at trial.

20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Stipulated Protective Order shall remain in effect until a Designating
23 Party agrees otherwise in writing or a court order otherwise directs. Final disposition
24 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
25 Action, with or without prejudice; and (2) final judgment herein after the completion
26 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
27 including the time limits for filing any motions or applications for extension of time
28 pursuant to applicable law.

1 5. DESIGNATING PROTECTED MATERIAL

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

11 5.2 Mass, indiscriminate or routinized designations are prohibited. Designations
12 that are shown to be clearly unjustified or that have been made for an
13 improper purpose (e.g., to unnecessarily encumber the case development
14 process or to impose unnecessary expenses and burdens on other parties) may
15 expose the Designating Party to sanctions. If it comes to a Designating
16 Party’s attention that information or items that it designated for protection do
17 not qualify for protection, that Designating Party must promptly notify all
18 other Parties that it is withdrawing the inapplicable designation.

19 5.3 Manner and Timing of Designations. Except as otherwise provided in this
20 Order (*see, e.g.*, second paragraph of section 5.3.1 below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for
22 protection under this Stipulated Protective Order must be clearly so
23 designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 5.3.1 for information in documentary form (*e.g.*, paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix at a minimum, the legend
28 “CONFIDENTIAL” or “CONFIDENTIAL - AEO” (hereinafter

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

5 5.3.2 A Party or Non-Party that makes original documents available for
6 inspection need not designate them for protection until after the inspecting
7 Party has indicated which documents it would like copied and produced.
8 During the inspection and before the designation, all of the material made
9 available for inspection shall be deemed “CONFIDENTIAL.” After the
10 inspecting Party has identified the documents it wants copied and produced,
11 the Producing Party must determine which documents, or portions thereof,
12 qualify for protection under this Stipulated Protective Order. Then, before
13 producing the specified documents, the Producing Party must affix the
14 Confidential Legend to each page that contains Protected Material. If only
15 a portion of the material on a page qualifies for protection, the Producing
16 Party also must clearly identify the protected portion(s) (e.g., by making
17 appropriate markings in the margins).

18 5.3.3 for testimony given in depositions, that the Designating Party make the
19 designation of Protected Material before the close of the deposition.

20 5.3.4 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
22 on the exterior of the container or containers in which the information is
23 stored the CONFIDENTIAL Legend. If only a portion or portions of the
24 information warrants protection, the Producing Party, to the extent
25 practicable, shall identify the protected portion(s).

26 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
27 to designate qualified information or items does not, standing alone, waive
28 the Designating Party’s right to secure protection under this Stipulated

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

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
7 of Protected Material at any time that is consistent with the Court's
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the informal dispute
10 resolution process set forth in the Court's Procedures and Schedules. *See*
11 <http://www.cacd.uscourts.gov/honorable-alka-sagar>.

12 6.2.1 The burden of persuasion in any such challenge proceeding shall be on
13 the Designating Party. Frivolous challenges, and those made for an
14 improper purpose (e.g., to harass or impose unnecessary expenses and
15 burdens on other parties) may expose the Challenging Party to sanctions.
16 Unless the Designating Party has waived or withdrawn the confidentiality
17 designation, all parties shall continue to afford the material in question the
18 level of protection to which it is entitled under the Producing Party's
19 designation until the Court rules on the challenge.

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

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

28 7.1.1 Protected Material must be stored and maintained by a Receiving Party

1 at a location and in a secure manner that ensures that access is limited to the
2 persons authorized under this Stipulated Protective Order.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
4 ordered by the Court or permitted in writing by the Designating Party, a
5 Receiving Party may disclose any information or item designated
6 “CONFIDENTIAL” only to:

7 7.2.1 the Receiving Party’s Outside Counsel of Record in this Action, as well
8 as employees of said Outside Counsel of Record to whom it is reasonably
9 necessary to disclose the information for this Action;

10 7.2.2 the officers, directors, and employees (including In-House Counsel) of
11 the Receiving Party to whom disclosure is reasonably necessary for this
12 Action;

13 7.2.3 Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed
15 the “Acknowledgment and Agreement to Be Bound” (Exhibit A hereto);

16 7.2.4 the Court and its personnel;

17 7.2.5 Court reporters and their staff;

18 7.2.6 professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and
20 who have signed the “Acknowledgment and Agreement to Be Bound”
21 (Exhibit A hereto);

22 7.2.7 the author of the CONFIDENTIAL Information or Items or a custodian
23 or other person who otherwise possessed or knew the CONFIDENTIAL
24 Information or Items;

25 7.2.8 during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the
27 deposing Party requests that the witness sign the “Acknowledgment and
28 Agreement to Be Bound” form attached as Exhibit A hereto; and (2) they

1 will not be permitted to keep any CONFIDENTIAL Information or Items
2 unless they sign the “Acknowledgment and Agreement to Be Bound”
3 form attached as Exhibit A hereto, unless otherwise agreed by the
4 Designating Party or ordered by the Court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected
6 Material may be separately bound by the court reporter and may not be
7 disclosed to anyone except as permitted under this Stipulated Protective
8 Order;

9 7.2.9 any mediator or settlement officer, and their supporting personnel,
10 mutually agreed upon by any of the Parties engaged in settlement
11 discussions; and

12 7.2.10 any insurance carrier and/or its representatives to whom disclosure is
13 reasonably necessary, provided that they sign the “Acknowledgment and
14 Agreement to Be Bound” form attached as Exhibit A hereto.

15 7.3 Disclosure of “CONFIDENTIAL - AEO” Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating
17 Party, a Receiving Party may disclose “CONFIDENTIAL - AEO”
18 Information or Items only to those individuals identified in 7.2.1, 7.2.3-7.2.7
19 and 7.2.9-7.2.10, except that a Receiving Party may in good faith request that
20 the Designating Party consent in writing to the disclosure of particular
21 material designated “CONFIDENTIAL - AEO” Information or Items to one
22 or more representatives of the Receiving Party to whom disclosure is
23 reasonably necessary for this Action. The Receiving Party may seek leave of
24 court to designate such representatives if the Receiving Party believes that
25 the Designating Party has unreasonably withheld such consent. Before
26 receiving any “CONFIDENTIAL - AEO” Information or Items, each
27 designated representative shall sign the “Acknowledgment and Agreement to
28 Be Bound” (Exhibit A).

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 8.1 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any Protected Materials designated in this Action,
5 that Party must:

6 8.1.1 promptly notify in writing the Designating Party. Such notification shall
7 include a copy of the subpoena or court order;

8 8.1.2 promptly notify in writing the party who caused the subpoena or order to
9 issue in the other litigation that some or all of the material covered by
10 the subpoena or order is subject to this Stipulated Protective Order. Such
11 notification shall include a copy of this Stipulated Protective Order; and

12 8.1.3 cooperate with respect to all reasonable procedures sought to be pursued
13 by the Designating Party whose Protected Material may be affected.

14 8.2 If the Designating Party timely seeks a protective order, the Party served with
15 the subpoena or court order shall not produce any Protected Material before
16 a determination by the court from which the subpoena or order issued, unless
17 the Party has obtained the Designating Party's permission. The Designating
18 Party shall bear the burden and expense of seeking protection in that court of
19 its Protected Material and nothing in these provisions should be construed as
20 authorizing or encouraging a Receiving Party in this Action to disobey a
21 lawful directive from another court.

22 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
23 IN THIS LITIGATION

24 9.1 The terms of this Stipulated Protective Order are applicable to information
25 produced by a Non-Party in this Action and designated as
26 "CONFIDENTIAL" or "CONFIDENTIAL - AEO". Such information
27 produced by Non-Parties in connection with this Action is protected by the
28 remedies and relief provided by this Stipulated Protective Order. Nothing in

1 these provisions should be construed as prohibiting a Non-Party from seeking
2 additional protections.

3 9.2 In the event that a Party is required, by a valid discovery request, to produce
4 a Non-Party's CONFIDENTIAL Information or Items in its possession, and
5 the Party is subject to an agreement with the Non-Party not to produce the
6 Non-Party's CONFIDENTIAL Information or Items, then the Party shall:

7 9.2.1 promptly notify in writing the Requesting Party and the Non-Party that
8 some or all of the information requested is subject to a confidentiality
9 agreement with a Non-Party;

10 9.2.2 promptly provide the Non-Party with a copy of the Stipulated Protective
11 Order in this Action, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and

13 9.2.3 make the information requested available for inspection by the Non-
14 Party, if requested.

15 9.3 If the Non-Party fails to seek a protective order from the relevant court within
16 14 days of receiving the notice and accompanying Information, the Receiving
17 Party may produce the Non-Party's CONFIDENTIAL Information or Items
18 responsive to the discovery request. If the Non-Party timely seeks a protective
19 order, the Receiving Party shall not produce any information in its possession
20 or control that is subject to the confidentiality agreement with the Non-Party
21 before a determination by the court. Absent a court order to the contrary, the
22 Non-Party shall bear the burden and expense of seeking protection in this
23 court of its Protected Material.

24 10.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 10.1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under
27 this Stipulated Protective Order, the Receiving Party must immediately (a)
28 notify in writing the Designating Party of the unauthorized disclosures, (b)

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

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
7 PROTECTED MATERIAL

8 11.1 When a Producing Party gives notice to Receiving Parties that certain
9 inadvertently produced material is subject to a claim of privilege or other
10 protection, the obligations of the Receiving Parties are those set forth in
11 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
12 to modify whatever procedure may be established in an e-discovery order that
13 provides for production without prior privilege review. Pursuant to Federal
14 Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on
15 the effect of disclosure of a communication or information covered by the
16 attorney-client privilege or work product protection, the Parties may
17 incorporate their agreement in the stipulated protective order submitted to the
18 court.

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges
21 the right of any 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 Protective
23 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
25 in this Stipulated Protective Order. Similarly, no Party waives any right to
26 object on any ground to use in evidence of any of the material covered by this
27 Stipulated Protective Order.

28 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected

1 Material must comply with Civil Local Rule 79-5. Protected Material may
2 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
4 Material under seal is denied by the Court, then the Receiving Party may file
5 the information in the public record unless otherwise instructed by the Court.

6 13. FINAL DISPOSITION

7 13.1 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
9 return all Protected Material to the Producing Party or destroy such material.
10 As used in this subdivision, "all Protected Material" includes all copies,
11 abstracts, compilations, summaries, and any other format reproducing or
12 capturing any of the Protected Material. Whether the Protected Material is
13 returned or destroyed, the Receiving Party must submit a written certification
14 to the Producing Party (and, if not the same person or entity, to the
15 Designating Party) by the 60 day deadline that (1) identifies (by category,
16 where appropriate) all the Protected Material that was returned or destroyed
17 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
18 compilations, summaries or any other format reproducing or capturing any of
19 the Protected Material. Notwithstanding this provision, Counsel are entitled
20 to retain an archival copy of all pleadings, motion papers, trial, deposition,
21 and hearing transcripts, legal memoranda, correspondence, deposition and
22 trial exhibits, expert reports, attorney work product, and consultant and expert
23 work product, even if such materials contain Protected Material. Any such
24 archival copies that contain or constitute Protected Material remain subject
25 to this Protective Order as set forth in Paragraph 4.

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Respectfully Submitted,

DATED: March 28, 2024

EPSTEIN DRANGEL LLP

BY: /s/Peter J. Farnese
Peter Farnese
Ashly E. Sands, *pro hac vice*
Attorneys for Plaintiff

DATED: March 28, 2024

GLACIER LAW LLP

BY: /s/Tianyu Ju
Tianyu Ju
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 28, 2024

/ s / Sagar

Honorable Alka Sagar
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury that
6 I have read in its entirety and understand the Stipulated Protective Order that was
7 issued by the US District Court, Central District of California, on
8 _____ in the case of *AirDoctor, LLC v. Lonni, Inc. et al.*, 2:23-
9 cv-00353-GW(ASx), I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so
11 comply could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item
13 that is subject to this Stipulated Protective Order to any person or entity except in
14 strict compliance with the provisions of this Order.

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

24 Date: _____

25 City and State where sworn and signed: _____

26
27 Printed name: _____

28 Signature: _____