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7
 8 Plaintiffs in PRO SE

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

11
 12 MARY SWAN LEWIS
 13 DAVID EUGENE LEWIS
 14 v.
 15 CITY OF MANHATTAN BEACH,
 16 SHAWN THOMPSON, STEVE
 17 KITSIOS, DANIEL BRANDT,
 18 JENNIFER LEACH, DONOVAN
 19 TORRES, IAN MIKELSON, and DOES
 20 1 through 20, inclusive,
 21 Defendants.

Case No. 2:2023-cv-03319-WLH-RAO

**STIPULATED PROTECTIVE
 ORDER**

21 **I. PURPOSES AND LIMITATIONS**

22 Discovery in this action is likely to involve production of confidential,
 23 proprietary or private information for which special protection from public
 24 disclosure and from use for any purpose other than prosecuting this litigation may
 25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
 26 enter the following Stipulated Protective Order. The parties acknowledge that this
 27 Order does not confer blanket protections on all disclosures or responses to
 28 discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles.

3 **II. GOOD CAUSE STATEMENT**

4 On October 12, 2023, Plaintiffs 'son was granted a diversion pursuant to
5 California Penal Code § 1001.36, also known as "mental health diversion." The
6 benefits to such a granting are substantial to the grantee, specifically the notable
7 guarantee that all records pertaining to the arrest and the criminal case, no matter
8 whether they are in the custody of a private individual, private entity, court, or
9 criminal justice agency (as defined by California Penal Code § 851.92, subdivision
10 are sealed and not subject to disclosure to any person or entity. There are only two
11 authorized exceptions regarding disclosure: the person to whom the diversion was
12 granted and a criminal justice agency. A criminal justice agency may only disclose
13 sealed records amongst themselves for the purposes of prosecution, but may not be
14 shared to any other person or entity.

15 The presiding Los Angeles County Superior Court judge used her inherent
16 authority to seal the records used in the diversion hearing to prevent their
17 disclosure. The records sealed included all police reports related to that particular
18 case. The judge's decision to seal is consistent with subdivision (k) of California
19 Penal Code § 1001.36, which prevents the disclosure of any document used in the
20 consideration of diversion.

21 The parties acknowledge that several documents relevant to the instant case,
22 including police reports and search warrant affidavits, fall under the protective
23 umbrella of California Penal Code § 1001.36 and the relevant record sealing statues
24 (i.e. California Penal Code §§ 851.87, 851.90, 851.91, 851.92, and 1001 et seq.). As
25 Plaintiffs 'son has a statutory right to privacy, his rights should not be violated
26 through public disclosure of information and records. This Protective Order shall
27 apply to all of the following:

28 (a) Any and all police files relating to Plaintiffs' son (pertaining to case

1 DR-22-0000362)

2 (b) Any and all reports pertaining to case DR-22-0000362

3 (c) Any and all documents that reveal the identity of Plaintiffs' son

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

25 **III. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER**
26 **SEAL**

27 The parties further acknowledge, as set forth in Section 12.3, below, that this
28 Stipulated Protective Order does not entitle them to file confidential information

1 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
2 and the standards that will be applied when a party seeks permission from the court
3 to file material under seal.

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

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

27 Any document that is not confidential, privileged, or otherwise protectable in
28 its entirety will not be filed under seal if the confidential portions can be redacted. If

1 documents can be redacted, then a redacted version for public viewing, omitting
2 only the confidential, privileged, or otherwise protectable portions of the document
3 shall be filed. Any application that seeks to file documents under seal in their
4 entirety should include an explanation of why redaction is not feasible.

5 **IV. DEFINITIONS**

6 (a) ACTION refers to Civil Case 2:2023-cv-03319-WLH-RAO

7 (b) CHALLENGING PARTY refers to a Party or Non-Party that challenges
8 the designation of information or items under this Order.

9 (c) “CONFIDENTIAL” INFORMATION OR ITEMS refers to information
10 (regardless of how it is generated, stored or maintained) or tangible things that
11 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
12 above in the Good Cause Statement.

13 (d) COUNSEL refers to outside Counsel of Record and House Counsel (as
14 well as their support staff).

15 (e) DESIGNATING PARTY refers to a Party or Non-Party that designates
16 information or items that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL.”

18 (f) DISCLOSURE OR DISCOVERY MATERIAL refers to all items or
19 information, regardless of the medium or manner in which it is generated, stored, or
20 maintained (including, among other things, testimony, transcripts, and tangible
21 things) that are produced or generated in disclosures or responses to discovery in
22 this matter. |

23 (g) EXPERT refers to a person with specialized knowledge or experience
24 in a matter pertinent to the litigation who has been retained by a Party or its counsel
25 to serve as an expert witness or as a consultant in this Action.

26 (h) HOUSE COUNSEL refers to attorneys who are employees of a party to
27 this Action. House Counsel does not include Outside Counsel of Record or any
28 other outside counsel.

1 (i) NON-PARTY refers to any natural person, partnership, corporation,
2 association or other legal entity not named as a Party to this action.

3 (l) OUTSIDE COUNSEL OF RECORD refers to attorneys who are not
4 employees of a party to this Action but are retained to represent or advise a party to
5 this Action and have appeared in this Action on behalf of that party or are affiliated
6 with a law firm that has appeared on behalf of that party, and includes support staff.

7 (m) PARTY refers to any party to this Action, including all of its officers,
8 directors, employees, consultants, retained experts, and Outside Counsel of Record
9 (and their support staffs).

10 (n) PRODUCING PARTY refers to a Party or Non-Party that produces
11 Disclosure or Discovery Material in this Action.

12 (o) PROFESSIONAL VENDORS refers to persons or entities that provide
13 litigation support services (e.g., photocopying, videotaping, translating, preparing
14 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or
15 medium) and their employees and subcontractors.

16 (p) PROTECTED MATERIAL refers to any Disclosure or Discovery
17 Material that is designated as "CONFIDENTIAL."

18 (q) RECEIVING PARTY refers to a Party that receives Disclosure or
19 Discovery Material from a Producing Party.

20 **V. SCOPE** |

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

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

28 //

1 **VI. DURATION**

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

12 **VII. DESIGNATING PROTECTED MATERIAL**

13 **A. Exercise of Restraint and Care in Designating Material for**
14 **Protection**

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

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

27 If it comes to a Designating Party’s attention that information or items that it
28 designated for protection do not qualify for protection, that Designating Party must

1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2 **B. Manner and Timing of Designations**

3 Except as otherwise provided in this Order (see, e.g., second paragraph of
4 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
5 Material that qualifies for protection under this Order must be clearly so designated
6 before the material is disclosed or produced. Designation in conformity with this
7 Order requires:

8 (a) For information in documentary form (e.g., paper or electronic
9 documents, but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix at a minimum, the legend
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
12 contains protected material. If only a portion of the material on a page qualifies for
13 protection, the Producing Party also must clearly identify the protected portion(s)
14 (e.g., by making appropriate markings in the margins).

15 A Party or Non-Party that makes original documents available for inspection
16 need not designate them for protection until after the inspecting Party has indicated
17 which documents it would like copied and produced. During the inspection and
18 before the designation, all of the material made available for inspection shall be
19 deemed “CONFIDENTIAL.” After the inspecting Party has identified the

20 documents it wants copied and produced, the Producing Party must determine
21 which documents, or portions thereof, qualify for protection under this Order. Then,
22 before producing the specified documents, the Producing Party must affix the
23 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
24 portion of the material on a page qualifies for protection, the Producing Party also
25 must clearly identify the protected portion(s) (e.g., by making appropriate markings
26 in the margins).

27 (b) For testimony given in depositions that the Designating Party identifies
28 the Disclosure or Discovery Material on the record, before the close of the

1 deposition all protected testimony.

2 (c) For information produced in some form other than documentary and
3 for any other tangible items, that the Producing Party affix in a prominent place
4 on the exterior of the container or containers in which the information is stored the
5 legend "CONFIDENTIAL." If only a portion or portions of the information
6 warrants protection, the Producing Party, to the extent practicable, shall identify the
7 protected portion(s).

8 **C. Inadvertent Failures to Designate**

9 If timely corrected, an inadvertent failure to designate qualified information or
10 items does not, standing alone, waive the Designating Party's right to secure
11 protection under this Order for such material. Upon timely correction of a
12 designation, the Receiving Party must make reasonable efforts to assure that the
13 material is treated in accordance with the provisions of this Order.

14 **VIII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 **A. Timing of Challenges**

16 Any Party or Non-Party may challenge a designation of confidentiality at any
17 time that is consistent with the Court's Scheduling Order.

18 **B. Meet and Confer**

19 The Challenging Party shall initiate the dispute resolution process under Local
20 Rule 37.1 et seq.

21 **C. Burden of Persuasion**

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

1 **IX. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 **A. Basic Principles**

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

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

12 **B. Disclosure of “CONFIDENTIAL” Information or Items**

13 Unless otherwise ordered by the court or permitted in writing by the
14 Designating Party, a Receiving Party may disclose any information or item
15 designated “CONFIDENTIAL” only to:

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

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

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

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

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

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

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

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

14 **X. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
15 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

27 If the Designating Party timely seeks a protective order, the Party served with
28 the subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” before a determination by the court from which the
2 subpoena or order issued, unless the Party has obtained the Designating Party’s
3 permission. The Designating Party shall bear the burden and expense of seeking
4 protection in that court of its confidential material and nothing in these provisions
5 should be construed as authorizing or encouraging a Receiving Party in this Action
6 to disobey a lawful directive from another court.

7 **XI. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
8 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

26 (c) If the Non-Party fails to seek a protective order from this court within 14
27 days of receiving the notice and accompanying information, the Receiving Party
28 may produce the Non-Party’s confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
2 not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party shall bear the burden and
5 expense of seeking protection in this court of its Protected Material.

6 **XII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

15 **XIII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
16 **OTHERWISE PROTECTED MATERIAL**

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

27 **XIV. MISCELLANEOUS**

28 (a) Right to Further Relief. Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2 (b) Right to Assert Other Objections. By stipulating to the entry of this
3 Protective Order, no Party waives any right it otherwise would have to object to
4 disclosing or producing any information or item on any ground not addressed in this
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any
6 ground to use in evidence of any of the material covered by this Protective Order.

7 (c) Filing Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
9 only be filed under seal pursuant to a court order authorizing the sealing of the
10 specific Protected Material at issue. If a Party's request to file Protected Material
11 under seal is denied by the court, then the Receiving Party may file the information
12 in the public record unless otherwise instructed by the court.

13 **XV. FINAL DISPOSITION**

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

1 work product, even if such materials contain Protected Material. Any such archival
2 copies that contain or constitute Protected Material remain subject to this Protective
3 Order as set forth in Section 4 (DURATION).

4 **XVI. VIOLATION**

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

7
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

9
10 DATED: NOVEMBER 3, 2023

11 /s/ Mary Swan Lewis

12
13 /s/ David Eugene Lewis

14 **MARY SWAN LEWIS**
15 **DAVID EUGENE LEWIS**
16 Plaintiffs In PRO SE

17 /s/ Jonathan D. Redford

18
19 **JONATHAN D. REDFORD**
20 CARPENTER, ROTHANS & DUMONT, LLP.
21 Attorney for Defendants

22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23 DATED: November 13, 2023

24
25 *Rozella A. Oliver*

26 **HON. ROZELLA A. OLIVER**
27 United States Magistrate Judge

28

1 **EXHIBIT A**

2 **ACKNOWLEDGEMENT 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
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California
8 on [date] in the case of _____ [insert formal name of the case and the
9 number and initials assigned to it by the court]. I agree to comply with and to be
10 bound by all the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and
12 punishment in the nature of contempt. I solemnly promise that I will not disclose in
13 any manner any information or item that is subject to this Stipulated Protective
14 Order to any person or entity except in strict compliance with the provisions of this
15 Order. |

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

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

25 Date: _____

26 City and State where sworn and signed: _____

27 Printed name: _____

28 Signature: _____