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CITY OF PALM SPRINGS, PALM SPRINGS

POLICE CHIEF ALBERTO FRANZ, OFFICER MICHAEL HERON

and OFFICER CHAD NORDMAN

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ALLAN DEVILLENA and BEATRIZ OROZCO, individually and as successors in interest of ALLAN DEVILLENA II, deceased,

Plaintiffs,

v.

CITY OF PALM SPRINGS, a local public entity, PALM SPRINGS POLICE CHIEF ALBERTO FRANZ, individually, OFFICER MICHAEL HERON, individually, OFFICER CHAD NORDMAN, individually, and DOES 3-10,

Defendants.

CASE NO.: CV 13-00610 VAP (SPx)

**"DISCOVERY MATTER"**

**STIPULATION AND PROTECTIVE ORDER**

**1. PURPOSES AND LIMITATIONS**

On September 10, 2013, Judge Virginia Phillips issued an order denying Defendants City of Palm Springs' and Palm Springs Police Chief Alberto Franz's motion to stay action, or in the alternative, for protective order, and ordered the parties

WOODRUFF, SPRADLIN & SMART ATTORNEYS AT LAW COSTA MESA

1 to meet and confer regarding the terms of a stipulated protective order and file the  
2 same within 30 days of the order. Pursuant to the Court's September 10, 2013 order,  
3 Plaintiffs ALLAN DEVILLENA and BEATRIZ OROZCO ("Plaintiffs") and  
4 Defendants CITY OF PALM SPRINGS, PALM SPRINGS POLICE CHIEF  
5 ALBERTO FRANZ, OFFICER MICHAEL HERON, and OFFICER CHAD  
6 NORDMAN ("Defendants") submit the following stipulation and proposed protective  
7 order.

8 Disclosure and discovery activity in this action may involve production of  
9 confidential, proprietary, or private information for which special protection from  
10 public disclosure and from use for any purpose other than prosecuting this litigation  
11 may be warranted. Accordingly, the parties hereby stipulate to and petition the court  
12 to enter the following Stipulated Protective Order. The parties acknowledge that this  
13 Order does not confer blanket protections on all disclosures or responses to discovery  
14 and that the protection it affords from public disclosure and use extends only to the  
15 limited information or items that are entitled to confidential treatment under the  
16 applicable legal principles. The parties further acknowledge, as set forth in Section  
17 12.3, below, that this Stipulated Protective Order does not entitle them to file  
18 confidential information under seal; Civil Local Rule 79-5 and General Order 62 set  
19 forth the procedures that must be followed and the standards that will be applied when  
20 a party seeks permission from the court to file material under seal.

21 **2. DEFINITIONS**

22 2.1 Challenging Party: a Party or Non-Party that challenges the designation  
23 of information or items under this Order.

24 2.2 "CONFIDENTIAL" Information or Items: information (regardless of  
25 how it is generated, stored or maintained) or tangible things that qualify for protection  
26 under Federal Rule of Civil Procedure 26(c).

27 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
28 Counsel (as well as their support staff).

1           2.4 Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 "CONFIDENTIAL."

4           2.5 Disclosure or Discovery Material: all items or information, regardless of  
5 the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced or  
7 generated in disclosures or responses to discovery in this matter.

8           2.6 Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
10 expert witness or as a consultant in this action.

11           2.7 House Counsel: attorneys who are employees of a party to this action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14           2.8 Non-Party: any natural person, partnership, corporation, association, or  
15 other legal entity not named as a Party to this action.

16           2.9 Outside Counsel of Record: attorneys who are not employees of a party  
17 to this action but are retained to represent or advise a party to this action and have  
18 appeared in this action on behalf of that party or are affiliated with a law firm which  
19 has appeared on behalf of that party.

20           2.10 Party: any party to this action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23           2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this action.

25           2.12 Professional Vendors: persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.13 Protected Material: any Disclosure or Discovery Material that is  
2 designated as "CONFIDENTIAL."

3           2.14 Receiving Party: a Party that receives Disclosure or Discovery Material  
4 from a Producing Party.

5 **3. SCOPE**

6           The protections conferred by this Stipulation and Order cover not only  
7 Protected Material (as defined above), but also (1) any information copied or extracted  
8 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
9 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
10 or their Counsel that might reveal Protected Material. However, the protections  
11 conferred by this Stipulation and Order do not cover the following information: (a)  
12 any information that is in the public domain at the time of disclosure to a Receiving  
13 Party or becomes part of the public domain after its disclosure to a Receiving Party as  
14 a result of publication not involving a violation of this Order, including becoming part  
15 of the public record through trial or otherwise; and (b) any information known to the  
16 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
17 disclosure from a source who obtained the information lawfully and under no  
18 obligation of confidentiality to the Designating Party. Any use of Protected Material  
19 at trial shall be governed by a separate agreement or order.

20 **4. DURATION**

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

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

18 5.2 Manner and Timing of Designations. Except as otherwise provided in  
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents,  
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
26 Producing Party affix the legend "CONFIDENTIAL" to each page that contains  
27 protected material. If only a portion or portions of the material on a page qualifies for  
28 protection, the Producing Party also must clearly identify the protected portion(s)

1 (e.g., by making appropriate markings in the margins).

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

14 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
15 that the Designating Party identify on the record, before the close of the deposition,  
16 hearing, or other proceeding, all protected testimony.

17 (c) for information produced in some form other than documentary and for any  
18 other tangible items, that the Producing Party affix in a prominent place on the  
19 exterior of the container or containers in which the information or item is stored the  
20 legend "CONFIDENTIAL." If only a portion or portions of the information or item  
21 warrant protection, the Producing Party, to the extent practicable, shall identify the  
22 protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive the  
25 Designating Party's right to secure protection under this Order for such material. Upon  
26 timely correction of a designation, the Receiving Party must make reasonable efforts  
27 to assure that the material is treated in accordance with the provisions of this Order.

28

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time subject to the following. Unless a  
4 Designating Party makes a good faith request for the prompt challenge of a  
5 confidentiality designation on the ground that prompt challenge is necessary to avoid  
6 foreseeable, substantial unfairness, unnecessary economic burdens, or a significant  
7 disruption or delay of the litigation, a Party does not waive its right to challenge a  
8 confidentiality designation by electing not to mount a challenge promptly after the  
9 original designation is disclosed. In the event a Designating Party makes a good faith  
10 request for a prompt challenge, a Party or Non-Party waives its right to challenge that  
11 confidentiality designation if it does not initiate its challenge within 90 days of receipt  
12 of the good faith request for a prompt challenge.

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

28 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without

1 court intervention, the Designating Party shall file and serve a motion to retain  
2 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-  
3 5 and General Order 62, if applicable) within 30 days of the initial notice of challenge  
4 or within 14 days of the parties agreeing that the meet and confer process will not  
5 resolve their dispute, whichever is earlier. Each such motion must be accompanied by  
6 a competent declaration affirming that the movant has complied with the meet and  
7 confer requirements imposed in the preceding paragraph. Failure by the Designating  
8 Party to make such a motion including the required declaration within 21 days (or 14  
9 days, if applicable) shall automatically waive the confidentiality designation for each  
10 challenged designation. In addition, the Challenging Party may file a motion  
11 challenging a confidentiality designation at any time if there is good cause for doing  
12 so, including a challenge to the designation of a deposition transcript or any portions  
13 thereof. Any motion brought pursuant to this provision must be accompanied by a  
14 competent declaration affirming that the movant has complied with the meet and  
15 confer requirements imposed by the preceding paragraph. The deadlines imposed in  
16 this and the preceding paragraph may be modified by written agreement of the Parties.

17 The burden of persuasion in any such challenge proceeding shall be on the  
18 Designating Party. Frivolous challenges, and those made for an improper purpose  
19 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
20 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
21 the confidentiality designation by failing to file a motion to retain confidentiality as  
22 described above, all parties shall continue to afford the material in question the level  
23 of protection to which it is entitled under the Producing Party's designation until the  
24 court rules on the challenge.

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

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
27 disclosed or produced by another Party or by a Non-Party in connection with this case  
28 only for prosecuting, defending, or attempting to settle this litigation. Such Protected



1 Material may be disclosed only to the categories of persons and under the conditions  
2 described in this Order. When the litigation has been terminated, a Receiving Party  
3 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

7 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
8 otherwise ordered by the court or permitted in writing by the Designating Party, a  
9 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
10 only to:

11 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
12 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
13 disclose the information for this litigation and who have signed the "Acknowledgment  
14 and Agreement to Be Bound" that is attached hereto as Exhibit A;

15 (b) the officers, directors, and employees (including House Counsel) of the  
16 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
17 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

18 (c) Experts (as defined in this Order) of the Receiving Party to whom  
19 disclosure is reasonably necessary for this litigation and who have signed the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (d) the court and its personnel, and court reporters and their staff;

22 (e) professional jury or trial consultants, mock jurors, and Professional Vendors  
23 to whom disclosure is reasonably necessary for this litigation and who have signed the  
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is  
26 reasonably necessary and who have signed the "Acknowledgment and Agreement to  
27 Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
28 by the court. Pages of transcribed deposition testimony or exhibits to depositions that

1 reveal Protected Material must be separately bound by the court reporter and may not  
2 be disclosed to anyone except as permitted under this Stipulated Protective Order;

3 (g) the author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the information.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
6 **OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation  
8 that compels disclosure of any information or items designated in this action as  
9 "CONFIDENTIAL," that Party must:

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

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

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

18 If the Designating Party timely seeks a protective order, the Party served with  
19 the subpoena or court order shall not produce any information designated in this  
20 action as "CONFIDENTIAL" before a determination by the court from which the  
21 subpoena or order issued, unless the Party has obtained the Designating Party's  
22 permission. The Designating Party shall bear the burden and expense of seeking  
23 protection in that court of its confidential material – and nothing in these provisions  
24 should be construed as authorizing or encouraging a Receiving Party in this action to  
25 disobey a lawful directive from another court.

26 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**  
27 **IN THIS LITIGATION**

28 (a) The terms of this Order are applicable to information produced by a Non-

1 Party in this action and designated as "CONFIDENTIAL." Such information  
2 produced by Non-Parties in connection with this litigation is protected by the  
3 remedies and relief provided by this Order. Nothing in these provisions should be  
4 construed as prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to  
6 produce a Non-Party's confidential information in its possession, and the Party is  
7 subject to an agreement with the Non-Party not to produce the Non-Party's  
8 confidential information, then the Party shall:

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

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

15 (3) make the information requested available for inspection by the Non-  
16 Party.

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

25 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

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

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

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

18 **12. MISCELLANEOUS**

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. Without written permission from the  
27 Designating Party or a court order secured after appropriate notice to all interested  
28 persons, a Party may not file in the public record in this action any Protected Material.

1 A Party that seeks to file under seal any Protected Material must comply with Civil  
2 Local Rule 79-5 and General Order 62. Protected Material may only be filed under  
3 seal pursuant to a court order authorizing the sealing of the specific Protected Material  
4 at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a sealing order will  
5 issue only upon a request establishing that the Protected Material at issue is  
6 privileged, protectable as a trade secret, or otherwise entitled to protection under the  
7 law. If a Receiving Party's request to file Protected Material under seal pursuant to  
8 Civil Local Rule 79-5(d) and General Order 62 is denied by the court, then the  
9 Receiving Party may file the information in the public record pursuant to Civil Local  
10 Rule 79-5(e) unless otherwise instructed by the court.

11 **13. FINAL DISPOSITION**

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

1 set forth in Section 4 (DURATION).

2 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

3  
4  
5 DATED: October 10, 2013

By: /s/Aidan C. McGlaze  
Aidan C. McGlaze

6 Attorneys for Plaintiffs

7  
8 DATED: October 10, 2013

By: /s/Patrick M. Desmond  
Patrick M. Desmond

9 Attorneys for Defendants

10  
11 PURSUANT TO STIPULATION, IT IS SO ORDERED.

12  
13 DATED: October 15, 2013

/s/ Sheri Pym  
Hon. Sheri Pym  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type  
5 full address], declare under penalty of perjury that I have read in its entirety and  
6 understand the Stipulated Protective Order that was issued by the United States  
7 District Court for the Central District of California on \_\_\_\_\_ in the  
8 case of Allan DeVillena et al. v. City of Palm Springs et al., Case No. EDCV 13-  
9 00610-VAP (SPx). 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 that is  
13 subject to this Stipulated Protective Order to any person or entity except in strict  
14 compliance with the provisions of this 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.

19 I hereby appoint \_\_\_\_\_ [print or type full name] of  
20 \_\_\_\_\_ [print or type full address  
21 and telephone number] as my California agent for service of process in connection  
22 with 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 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_

**PROOF OF SERVICE**  
**STATE OF CALIFORNIA, COUNTY OF ORANGE**

I am over the age of 18 and not a party to the within action; I am employed by WOODRUFF, SPRADLIN & SMART in the County of Orange at 555 Anton Boulevard, Suite 1200, Costa Mesa, CA 92626-7670. My electronic service address is mbailey@wss-law.com.

On October 15, 2013, I served the foregoing document(s) **STIPULATION AND [PROPOSED] PROTECTIVE ORDER**

by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list

**(BY MAIL)** I placed said envelope(s) for collection and mailing, following ordinary business practices, at the business offices of WOODRUFF, SPRADLIN & SMART, and addressed as shown on the attached service list, for deposit in the United States Postal Service. I am readily familiar with the practice of WOODRUFF, SPRADLIN & SMART for collection and processing correspondence for mailing with the United States Postal Service, and said envelope(s) will be deposited with the United States Postal Service on said date in the ordinary course of business.

**(BY OVERNIGHT DELIVERY)** I placed said documents in envelope(s) for collection following ordinary business practices, at the business offices of WOODRUFF, SPRADLIN & SMART, and addressed as shown on the attached service list, for collection and delivery to a courier authorized to receive said documents, with delivery fees provided for. I am readily familiar with the practices of WOODRUFF, SPRADLIN & SMART for collection and processing of documents for overnight delivery, and said envelope(s) will be deposited for receipt by NORCO on said date in the ordinary course of business.

**(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be electronically filed using the Court's Electronic Filing System which constitutes service of the filed document(s) at the electronic service address of the individual(s) listed on the attached mailing list.

**(BY PERSONAL SERVICE)** I delivered such envelope(s) by hand to the offices of the addressee(s).

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on October 15, 2013, at Costa Mesa, California.

*/s/Myra. Y. Bailey*  
MYRA Y. BAILEY