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 8 GREEN TREE SERVICING LLC
 NOW KNOWN AS DITECH FINANCIAL LLC
 9

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA — EASTERN DIVISION
 12

13 REGINA SANCHEZ, Individually And
 On Behalf Of All Others Similarly
 14 Situated,
 15 Plaintiff,
 16 vs.
 17 GREEN TREE SERVICING LLC,
 18 Defendant.

Case No. 5:15-cv-01110-JGB (SPx)
PROTECTIVE ORDER
[NOTE CHANGE MADE BY THE COURT IN ¶ 6.3]

20 Plaintiff Regina Sanchez (“Plaintiff”) and Defendant Green Tree Servicing
 21 LLC, now known as DITECH FINANCIAL LLC (“Defendant”) hereby stipulate and
 22 move for a Protective Order as provided in Rule 26(c) of the Federal Rules of Civil
 23 Procedure. The Parties agree as follows:

24 1. A. PURPOSES AND LIMITATIONS

25 Disclosure and discovery activity in this action are likely to involve production
 26 of confidential, proprietary, or private information for which special protection from
 27 public disclosure and from use for any purpose other than prosecuting this litigation
 28 may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court

1 to enter the following Stipulated Protective Order. The Parties acknowledge that this
2 Order does not confer blanket protections on all disclosures or responses to discovery
3 and that the protection it affords from public disclosure and use extends only to the
4 limited information or items that are entitled to confidential treatment under the
5 applicable legal principles. The Parties further acknowledge, as set forth in Section
6 12.3, below, that this Stipulated Protective Order does not entitle them to file
7 confidential information under seal; Civil Local Rule 79-5.1 sets forth the procedures
8 that must be followed and the standards that will be applied when a party seeks
9 permission from the Court to file material under seal.

10 **B. GOOD CAUSE STATEMENT**

11 Good cause exists for entry of this Stipulated Protective Order because this
12 action could potentially involve proprietary information such as business plans,
13 policies and procedures, contracts, revenue, costs and profit reports, as well as personal
14 financial information, including financial account numbers, and third party borrower
15 contact and loan information. Specifically, Plaintiff has requested that Defendant
16 produce its policies and procedures and training materials, the terms and content of
17 which may not be subject to public disclosure and which Defendant would not share
18 with competitors. Further, documents sought by Plaintiff likely contain personal
19 and/or financial information regarding Defendant's customers, other than Plaintiff.
20 Likewise, Defendant has requested information from Plaintiff containing personal
21 banking information and other financial information in which Plaintiff has privacy
22 interests.

23 Based on information requested, including that described herein, the Parties
24 anticipate that they will disclose sensitive personal, financial, and/or proprietary
25 information. Private information of third parties may also be disclosed. It is important
26 that this information remain protected and not be readily available due to the dangers
27 of identity theft, violating the constitutional privacy rights of third parties, and
28 protection of business competition interests. The unrestricted or unprotected disclosure

1 of such private, financial and/or business information would result in prejudice or harm
2 to the producing party and third parties by revealing their information which could
3 result in identity theft, loss of business and/or violation of federal and state privacy
4 laws.

5 Accordingly, to expedite the flow of information, to facilitate the prompt
6 resolution of disputes over confidentiality of discovery materials, to adequately protect
7 information the Parties are entitled to keep confidential, to ensure that the Parties are
8 permitted reasonable necessary uses of such material in preparation for and in the
9 conduct of trial, to address their handling at the end of the litigation, and serve the ends
10 of justice, a protective order for such information is justified in this matter. It is the
11 intent of the Parties that information will not be designated as confidential for tactical
12 reasons and that nothing be so designated without a good faith belief that it has been
13 maintained in a confidential, non-public manner, and there is good cause why it should
14 not be part of the public record of this case.

15 2. DEFINITIONS

16 2.1 Challenging Party: a Party or Non-Party that challenges the designation
17 of information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for protection
20 under Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
21 Statement.

22 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as their
23 support staff).

24 2.4 Designating Party: a Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”

27 2.5 Disclosure or Discovery Material: all items or information, regardless of
28 the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.6 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
5 expert witness or as a consultant in this action.

6 2.7 House Counsel: attorneys who are employees of a party to this action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.8 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 2.9 Outside Counsel of Record: attorneys who are not employees of a party
12 to this action but are retained to represent or advise a party to this action and have
13 appeared in this action on behalf of that party or are affiliated with a law firm which
14 has appeared on behalf of that party.

15 2.10 Party: any party to this action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this action.

20 2.12 Professional Vendors: persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
23 their employees and subcontractors.

24 2.13 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.

28 3. SCOPE

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

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

8 4. DURATION

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

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

25 Mass, indiscriminate, or routinized designations are prohibited. Designations
26 that are shown to be clearly unjustified or that have been made for an improper purpose
27 (e.g., to unnecessarily encumber or retard the case development process or to impose
28

1 unnecessary expenses and burdens on other parties) expose the Designating Party to
2 sanctions.

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

6 5.2 Manner and Timing of Designations. Except as otherwise provided in
7 this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

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

18 A Party or Non-Party that makes original documents or materials available for
19 inspection need not designate them for protection until after the inspecting Party has
20 indicated which material it would like copied and produced. During the inspection and
21 before the designation, all of the material made available for inspection shall be
22 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
23 it wants copied and produced, the Producing Party must determine which documents,
24 or portions thereof, qualify for protection under this Order. Then, before producing the
25 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend
26 to each page that contains Protected Material. If only a portion or portions of the
27 material on a page qualifies for protection, the Producing Party also must clearly
28 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

1 (b) for testimony given in deposition or in other pretrial or trial proceedings,
2 that the Designating Party shall be made either on the record or by written notice to the
3 other party within 30 days of receipt of the transcript. Unless otherwise agreed,
4 depositions shall be treated as “Confidential” during the 30-day period following
5 receipt of the transcript. The deposition of any witness (or any portions of such
6 deposition) that encompasses Confidential information shall be taken only in the
7 presence of persons who are qualified to have access to such information.

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

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

23 6.2 Meet and Confer. The parties shall comply with the requirements of
24 Local Rule 37.1, *et seq.* in challenging confidentiality designations. The Challenging
25 Party shall initiate the dispute resolution process by providing written notice of each
26 designation it is challenging and describing the basis for each challenge. In addition to
27 the requirements in Local Rule 37.1, to avoid ambiguity as to whether a challenge has
28 been made, the written notice must recite that the challenge to confidentiality is being

1 made in accordance with this specific paragraph of the Protective Order. The parties
2 shall attempt to resolve each challenge in good faith and must begin the process by
3 conferring directly (in voice to voice dialogue; other forms of communication are not
4 sufficient) within 10 days of the date of service of notice. In conferring, the
5 Challenging Party must explain the basis for its belief that the confidentiality
6 designation was not proper and must give the Designating Party an opportunity to
7 review the designated material, to reconsider the circumstances, and, if no change in
8 designation is offered, to explain the basis for the chosen designation. A Challenging
9 Party may proceed to the next stage of the challenge process only if it has engaged in
10 this meet and confer process first or establishes that the Designating Party is unwilling
11 to participate in the meet and confer process in a timely manner.

12 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
13 court intervention, the Designating Party shall file and serve a motion to retain
14 confidentiality under Civil Local Rule 37 (and in compliance with Civil Local Rule
15 79-5.1, if applicable) within 21 days of the initial notice of challenge or within 14 days
16 of the parties agreeing that the meet and confer process will not resolve their dispute,
17 whichever is earlier. Each such motion must be accompanied by a competent
18 declaration affirming that the movant has complied with the meet and confer
19 requirements imposed in the preceding paragraph. Failure by the Designating Party to
20 make such a motion including the required declaration within 21 days (or 14 days, if
21 applicable) shall automatically waive the confidentiality designation for each
22 challenged designation. In addition, the Challenging Party may file a motion
23 challenging a confidentiality designation at any time if there is good cause for doing
24 so, including a challenge to the designation of a deposition transcript or any portions
25 thereof. Any motion brought pursuant to this provision must be accompanied by a
26 competent declaration affirming that the movant has complied with the meet and
27 confer requirements imposed by the preceding paragraph.

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1 The burden of persuasion in any such challenge proceeding shall be on the
2 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
3 to harass or impose unnecessary expenses and burdens on other parties) may expose
4 the Challenging Party to sanctions. Unless the Designating Party has waived the
5 confidentiality designation by failing to file a motion to retain confidentiality as
6 described above, all parties shall continue to afford the material in question the level
7 of protection to which it is entitled under the Producing Party’s designation until the
8 Court rules on the challenge.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

23 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
24 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
25 disclose the information for this litigation and who have signed the “Acknowledgment
26 and Agreement to Be Bound” that is attached hereto as Exhibit A;

1 (b) the officers, directors, and employees (including House Counsel) of the
2 Receiving Party to whom disclosure is reasonably necessary for this litigation and who
3 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

7 (d) the Court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants, mock
9 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
10 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
11 (Exhibit A);

12 (f) during their depositions, witnesses in the action to whom disclosure is
13 reasonably necessary and who have signed the “Acknowledgment and Agreement to
14 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
15 by the Court. Pages of transcribed deposition testimony or exhibits to depositions that
16 reveal Protected Material must be separately bound by the court reporter and may not
17 be disclosed to anyone except as permitted under this Stipulated Protective Order.

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

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
21 OTHER LITIGATION

22 If a Party is served with a subpoena or a Court order issued in other litigation
23 that compels disclosure of any information or items designated in this action as
24 “CONFIDENTIAL,” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification shall
26 include a copy of the subpoena or Court order;

27 (b) promptly notify in writing the party who caused the subpoena or order to
28 issue in the other litigation that some or all of the material covered by the subpoena or

1 order is subject to this Protective Order. Such notification shall include a copy of this
2 Stipulated Protective Order; and

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

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

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

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

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

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

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

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

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

14 10.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

23 11.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 Consistent with Federal Rule of Civil Procedure 26(b)(5)(B) and Federal Rule
26 of Evidence 502, if a party inadvertently produces or provides information subject to
27 the attorney-client privilege, attorney work product doctrine, or other applicable
28 privilege or immunity, the disclosure of inadvertently disclosed information is not and

1 will not be construed or deemed to be general or specific waiver or forfeiture of any
2 such privilege, immunity or work product protection, in this or any other state or
3 federal proceeding, that the Producing Party would otherwise be entitled to assert with
4 respect to the inadvertently disclosed information and its subject matter. Where it
5 appears on its face that the information was inadvertently disclosed, or the Producing
6 Party informs the Receiving Party that privileged or other protected information has
7 been disclosed, the Receiving Party or Parties (i) must promptly return or destroy the
8 specified information and any copies thereof, (ii) must not use or disclose the
9 information until the claim of privilege or other protection is resolved, (iii) must take
10 reasonable steps to retrieve any such information that was disclosed or distributed
11 before the Receiving Party was notified of the claim of privilege or other protection
12 and prevent any further dissemination of the information, and (iv) may promptly
13 present the information to the Court under seal for a determination of privilege or other
14 protection. The producing party must preserve the information until the claim is
15 resolved.

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Protective Order no Party waives any right it otherwise would have to object to
21 disclosing or producing any information or item on any ground not addressed in this
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any
23 ground to use in evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. Without written permission from the
25 Designating Party or a Court order secured after appropriate notice to all interested
26 persons, a Party may not file in the public record in this action any Protected Material.
27 A Party that seeks to file under seal any Protected Material must comply with Civil
28 Local Rule 79-5.1. Protected Material may only be filed under seal pursuant to a Court

1 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
2 Civil Local Rule 79-5.1, a sealing order will issue only upon a request establishing that
3 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
4 entitled to protection under the law. If a Receiving Party's request to file Protected
5 Material under seal pursuant to Civil Local Rule 79-5.1 is denied by the Court, then
6 the Receiving Party may file the information in the public record unless (1) the
7 designator seeks reconsideration within five Court days of the denial, or (2) as
8 otherwise instructed by the Court.

9 13. FINAL DISPOSITION

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

1 DATED: May 5, 2016,

SEVERSON & WERSON
A Professional Corporation

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By: /s/ Mary Kate Kamka
Mary Kate Kamka

Attorneys for Defendant GREEN TREE
SERVICING LLC NOW KNOWN AS
DITECH FINANCIAL LLC

DATED: May 5, 2016,

LAW OFFICES OF TODD M. FRIEDMAN,
P.C.

By: /s/ Adrian Bacon
Adrian Bacon

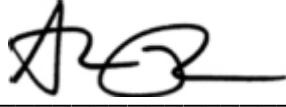
Attorneys for Plaintiff, REGINA SANCHEZ

ORDER

The parties having stipulated to the foregoing and good cause appearing, IT
IS SO ORDERED.

IT IS SO ORDERED.

Dated: May 10, 2016



Honorable Sheri Pym
United States District Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that
5 I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California on
7 _____[date] in the case of *Regina Sanchez et al. v. Green Tree Servicing, LLC. et*
8 *al*, Case No. 5:15-cv-01110-JGB (SPx). I agree to comply with and to be bound by all
9 the terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any information
12 or item that is subject to this Stipulated Protective Order to any person or entity except
13 in strict compliance with the provisions of this Order.

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

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

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____