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6 Attorneys for Cardinal Health

7  
 8 **IN THE UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA**  
 10 **EASTERN DIVISION**

11 JOSE LINARES,

12 Plaintiff,

13 v.

14 CROWNEQUIPMENT  
 15 CORPORATION which will do  
 business in California under the name  
 16 CROWNLIFT TRUCKS; DOE  
 FORKLIFT MAINTENANCE  
 17 COMPANY; DOE "AFTERMARKET  
 PARTS" MANUFACTURING  
 18 COMPANY; and DOES 1 TO 100,

19 Defendants.

Case No.: 5:16-cv-01637-JGB(KKx)

**~~(PROPOSED)~~ STIPULATED  
 PROTECTIVE ORDER FOR  
 INSPECTION OF CARDINAL  
 HEALTH'S PREMISES**

Case Filed: April 21, 2016  
 Date Removed: July 27, 2016  
 Trial Date: September 26, 2017

20  
 21 **1.**

22 **1.1. PURPOSES AND LIMITATIONS**

23 The subpoena served by plaintiff Jose Linares ("Plaintiff") on Cardinal  
 24 Health 100, Inc. ("Cardinal Health"), dated January 26, 2017 (the "Subpoena")  
 25 seeks the inspection of a Cardinal Health premises that houses confidential,  
 26 proprietary, and private information for which special protection from public  
 27 disclosure and from use for any purpose other than prosecuting this litigation may  
 28 be warranted (the "Premises.") Access to the Premises is strictly controlled due to

1 various regulations related to the products stored at the Premises. Additionally, the  
2 Premises is a highly active distribution center which requires the operation of  
3 heavy machinery and other potentially dangerous equipment. Accordingly,  
4 Cardinal Health, Plaintiff, and Crown Equipment Corporation (“Crown” and,  
5 collectively with Cardinal Health and Plaintiff, the “Parties”) hereby stipulate to  
6 and petition the Court to enter the following Stipulated Protective Order (the  
7 “Order.”) The Parties acknowledge that this Order does not confer blanket  
8 protections on all disclosures or responses to discovery and that the protection it  
9 affords from public disclosure and use extends only to the limited information or  
10 items that are entitled to confidential treatment under the applicable legal  
11 principles. The Parties further acknowledge, as set forth in Section 12.3, below,  
12 that this Order does not entitle the Parties to file confidential information under  
13 seal. Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
14 standards that will be applied when a party seeks permission from the Court to file  
15 material under seal.

## 16 17 **1.2. GOOD CAUSE STATEMENT**

18 The Subpoena seeks the inspection of a Cardinal Health Premises which  
19 houses confidential, proprietary, and private information. Such confidential and  
20 proprietary materials and information consist of, among other things, information  
21 regarding confidential business practices, or other confidential commercial  
22 information or employee records (including information implicating privacy rights  
23 of third parties), information generally unavailable to the public, and/or which may  
24 be privileged or otherwise protected from disclosure under state or federal statutes,  
25 court rules, case decisions, or common law. Access to the Premises is strictly  
26 controlled due to various regulations related to the products stored at the Premises.  
27 Additionally, the Premises is a highly active distribution center which requires the  
28 operation of heavy machinery and other potentially dangerous equipment.

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

13 **2. DEFINITIONS**

14 **2.1.** Action: the above-captioned action, entitled *Jose Linares v. Crown*  
15 *Equipment Corporation, et al.*, Central District of California Case No. 5:16-cv-  
16 01637-JGB-(KKx).

17 **2.2.** Challenging Party: a Party or Non-Party that challenges the  
18 designation of information or items under this Order.

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

23 **2.4.** Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25 **2.5.** Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL.”  
28

1           **2.6.** Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained  
3 (including, among other things, testimony, transcripts, and tangible things), that are  
4 produced or generated in disclosures or responses to discovery in this matter.

5           **2.7.** Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve  
7 as an expert witness or as a consultant in this Action.

8           **2.8.** House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other  
10 outside counsel.

11           **2.9.** Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this action.

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

17           **2.11.** Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and  
19 their support staffs).

20           **2.12.** Premises: the real property located at 4551 East Philadelphia Street,  
21 Ontario, CA 91761, including any building, appurtenance, or improvement thereon.

22           **2.13.** Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this Action.

24           **2.14.** Professional Vendors: persons or entities that provide litigation  
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
26 or demonstrations, and organizing, storing, or retrieving data in any form or  
27 medium) and their employees and subcontractors.

28

1           **2.15.** Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL.”

3           **2.16.** Receiving Party: a Party that received Disclosure or Discovery  
4 Material from a Producing Party. This shall include a Party that, either itself or  
5 through its Expert(s), created or obtained photographs or videos designated as  
6 “CONFIDENTIAL” as defined in this Order.

7  
8           **3.     SCOPE**

9           The protections conferred by this Order cover not only Protected Material,  
10 but also: (1) any information copied or extracted from Protected Material; (2) all  
11 copies, excerpts, summaries, and/or compilations of Protected Material; and, (3)  
12 any testimony, conversations, and/or presentations by Parties or their Counsel that  
13 might reveal Protected Material.

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

16  
17           **4.     DURATION**

18           Even after final disposition of this litigation, the confidentiality obligations  
19 imposed by this Order shall remain in effect until a Designating Party agrees  
20 otherwise in writing or a court order otherwise directs. Final disposition shall be  
21 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
22 with or without prejudice; and (2) final judgment herein after the completion  
23 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this  
24 Action, including the time limits for filing any motions or applications for  
25 extension of time pursuant to 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  
4 protection under this Order must take care to limit any such designation to  
5 specific material that qualifies under the appropriate standards. The Designating  
6 Party must designate for protection only those parts of material, documents, items,  
7 or oral or written communications that qualify so that other portions of the  
8 material, documents, items, or communications for which protection is not  
9 warranted are not swept unjustifiably within the ambit of this Order.

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

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

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

24 Designation in conformity with this Order requires:

25 (a) For information in documentary form (e.g., paper or electronic  
26 documents, including photographs, but excluding transcripts of depositions or  
27 other pretrial or trial proceedings), that the Producing Party affix, at a minimum,  
28 the legend "CONFIDENTIAL" (hereinafter, "CONFIDENTIAL Legend"), to each

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

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

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

22  
23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 **6.1. Timing of Challenges.** Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time that is consistent with the Court’s  
26 Scheduling Order.

27 **6.2. Meet and Confer.** The Challenging party shall initiate the dispute  
28 resolution process under Local Rule 37.1 et seq.

1           **6.3.** The burden of persuasion in any such challenge proceeding shall be  
2 on the Designating Party. Frivolous challenges, and those made for an improper  
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
4 parties) may expose the Challenging Party to sanctions. Unless the  
5 Designating Party has waived or withdrawn the confidentiality designation, all  
6 parties shall continue to afford the material in question the level of protection  
7 to which it is entitled under the Producing Party’s designation until the Court  
8 rules on the challenge.  
9

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

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

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

21           **7.2.    Access to the Premises.** For safety and security reasons, unless  
22 otherwise ordered by the court or permitted in writing by Cardinal Health, access  
23 to the Premises for the inspection requested in the Subpoena, or any subsequent  
24 inspection in this Action, shall be limited to:

- 25           (a)    The Parties;
- 26           (b)    The Parties’ Outside Counsel of Record in this Action; and,

27        ///  
28        ///  
29

1 (c) Experts (as defined in this Order) of the Parties for whom access is  
2 reasonably necessary for this Action and who have signed the “Acknowledgement  
3 and Agreement to Be Bound” attached hereto as Exhibit A.

4 For safety and security reasons, access to the Premises shall be limited to the  
5 area immediately surrounding the location of the incident that is the subject of the  
6 Action and the area designated by Cardinal Health to inspect the Crown Forklift  
7 identified in the Subpoena. No access will be granted to other areas of the  
8 Premises. Failure to abide by the safety and security instructions given by  
9 Cardinal Health and/or its Outside Counsel may result in expulsion from the  
10 Premises and termination of the inspection.

11 All photographs and videos taken inside the Premises shall be designated  
12 “CONFIDENTIAL” as defined in this Order.

13 **7.3. Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
14 otherwise ordered by the court or permitted in writing by the Designating Party,  
15 a Receiving Party may disclose any information or item designated  
16 “CONFIDENTIAL” only to:

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

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

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

25 (d) The court and its personnel;

26 (e) Court reporters and their staff;

27 (f) Professional jury or trial consultants, mock jurors, and Professional  
28 Vendors to whom disclosure is reasonably necessary for this Action and who

1 have signed the “Acknowledgment and Agreement to Be Bound” attached hereto as  
2 Exhibit A;

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

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

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

15  
16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
17 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
11 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

1 (c) If the Non-Party fails to seek a protective order from this court within  
2 14 days of receiving the notice and accompanying information, the Receiving  
3 Party may produce the Non-Party's confidential information responsive to the  
4 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
5 Party shall not produce any information in its possession or control that is  
6 subject to the confidentiality agreement with the Non-Party before a  
7 determination by the court. Absent a court order to the contrary, the Non-  
8 Party shall bear the burden and expense of seeking protection in this Court of its  
9 Protected Material.

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

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

20  
21 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
22 **OTHERWISE PROTECTED MATERIAL**

23 When a Producing Party gives notice to Receiving Parties that certain  
24 inadvertently produced material is subject to a claim of privilege or other  
25 protection, the obligations of the Receiving Parties are those set forth in Federal  
26 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
27 whatever procedure may be established in an e-discovery order that provides  
28 for production without prior privilege review. Pursuant to Federal Rule of

1 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of  
2 disclosure of a communication or information covered by the attorney-client  
3 privilege or work product protection, the parties may incorporate their agreement  
4 in the stipulated protective order submitted to the court.  
5

6 **12. MISCELLANEOUS**

7 **12.1.** Right to Further Relief. Nothing in this Order abridges the right of  
8 any person to seek its modification by the Court in the future.

9 **12.2.** Right to Assert Other Objections. By stipulating to the entry of  
10 this Order no Party waives any right it otherwise would have to object to  
11 disclosing or producing any information or item on any ground not addressed in  
12 this Order. Similarly, no Party waives any right to object on any ground to use in  
13 evidence of any of the material covered by this Order.  
14

15 **12.3.** Filing Protected Material. A Party that seeks to file under seal  
16 any Protected Material must comply with Civil Local Rule 79-5. Protected Material  
17 may only be filed under seal pursuant to a court order authorizing the sealing  
18 of the specific Protected Material at issue. If a Party's request to file Protected  
19 Material under seal is denied by the court, then the Receiving Party may file the  
20 information in the public record unless otherwise instructed by the court.  
21

22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in paragraph 4, within  
24 30 days of a written request by the Designating Party, each Receiving Party must  
25 return all Protected Material to the Producing Party or destroy such material. As  
26 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
27 compilations, summaries, and any other format reproducing or capturing any of  
28 the Protected Material. Whether the Protected Material is returned or destroyed,

1 the Receiving Party must submit a written certification to the Producing Party (and,  
2 if not the same person or entity, to the Designating Party) by the 30-day deadline  
3 that (1) identifies (by category, where appropriate) all the Protected Material  
4 that was returned or destroyed and (2) affirms that the Receiving Party has  
5 not retained any copies, abstracts, compilations, summaries or any other format  
6 reproducing or capturing any of the Protected Material except as otherwise  
7 permitted. Notwithstanding this provision, Counsel are entitled to retain an  
8 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
9 transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
10 expert reports, attorney work product, and consultant and expert work product, even  
11 if such materials contain Protected Material. Any such archival copies that contain  
12 or constitute Protected Material remain subject to this Protective Order as set  
13 forth in Section 4.

14  
15 **14. VIOLATION**

16 Any violation of this Order may be punished by any and all appropriate  
17 measures including, without limitation, contempt proceedings and/or monetary  
18 sanctions.

19  
20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21 Dated: March \_\_, 2017

Respectfully submitted,

22  
23 BAKER & HOSTETLER LLP

24 By: \_\_\_\_\_

25 Joseph L. Chairez  
26 Marcus McCutcheon

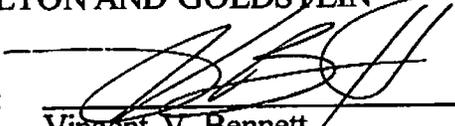
27 Attorneys for Cardinal Health

28 *(signatures continue on next page)*

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Dated: March 10, 2017

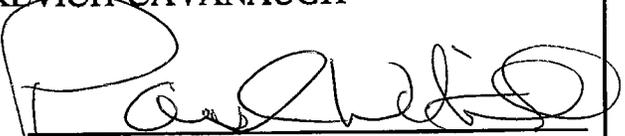
GORDON EDELSTEIN KREPACK GRANT  
FELTON AND GOLDSTEIN

By:   
Vincent V. Bennett  
Roger L. Gordon

Attorneys for Plaintiff  
Jose Linares.

Dated: March 10, 2017

YUKEVICH CAVANAUGH

By:   
Todd A. Cavanaugh  
Paul Christopher White  
Roxana M. Lozano

Attorneys for Defendant  
Crown Equipment Corporation

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 13, 2017

  
\_\_\_\_\_

The Honorable Kenly Kiya Kato  
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_, of \_\_\_\_\_,  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on \_\_\_\_\_, 2017 in the case of *Jose Linares v.*  
*Crown Equipment Corporation, et al.*, Central District of California Case No. 5:16-  
cv-01637-JGB-(KKx). I agree to comply with and to be bound by all the terms  
of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ of  
\_\_\_\_\_ as my California agent for service of process  
in connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_