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16 **UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA**
 18 **EASTERN DIVISION**

19 BELEN TORREZ, individually, and on
 20 behalf of other members of the general
 public similarly situated;

21 Plaintiff,

22 v.

23 FREEDOM MORTGAGE
 CORPORATION, a New Jersey
 24 corporation; and DOES 1 through 100,
 inclusive;

25 Defendants.

Case No. 5:17-cv-00867-JGB-KK

FURTHER REVISED
JOINT STIPULATION FOR
ENTRY OF PROTECTIVE ORDER

[NOTE CHANGES BY COURT TO
PARAGRAPH 7]

Complaint Filed: April 13, 2017
 Removal Filed: May 4, 2017
 Trial Date: None Set

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential, proprietary, or private information, including but not limited to
4 confidential and private medical, financial and personnel information, for which
5 special protection from public disclosure and from use for any purpose other than
6 prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate
7 to and petition the court to enter the following Stipulated Protective Order. The parties
8 acknowledge that this Order does not confer blanket protections on all disclosures or
9 responses to discovery and that the protection it affords from public disclosure and use
10 extends only to the limited information or items that are entitled to confidential
11 treatment under the applicable legal principles. The parties further acknowledge, as set
12 forth in Section 13.3, below, that this Stipulated Protective Order does not entitle them
13 to file confidential information under seal. Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied when a party
15 seeks permission from the court to file material under seal.

16 2. GOOD CAUSE STATEMENT

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

9 3. DEFINITIONS

10 3.1. Challenging Party: a Party or Non-Party that challenges the designation
11 of information or items under this Order.

12 3.2. “CONFIDENTIAL” Information or Items: information (regardless of
13 how it is generated, stored or maintained) or tangible things that qualify for protection
14 under Federal Rule of Civil Procedure 26(c).

15 3.3. Counsel (without qualifier): Outside Counsel of Record and In-House
16 Counsel (as well as their support staff).

17 3.4. Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL.”

20 3.5. Disclosure or Discovery Material: all items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are produced or
23 generated in disclosures or responses to discovery in this matter.

24 3.6. Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
26 expert witness or as a consultant in this action.

1 3.7. In-House Counsel: attorneys who are employees of a party to this action.
2 In-House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 3.8. Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 3.9. Outside Counsel of Record: attorneys who are not employees of a party
7 to this action but are retained to represent or advise a party to this action and have
8 appeared in this action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party.

10 3.10. Party: any party to this action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 3.11. Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this action.

15 3.12. Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 3.13. Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 3.14. Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 4. SCOPE

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

11 5. DURATION

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

20 6. DESIGNATING PROTECTED MATERIAL

21 6.1. Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

11 6.2. Manner and Timing of Designations. Except as otherwise provided in
12 this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
14 under this Order must be clearly so designated before the material is disclosed or
15 produced.

16 Designation in conformity with this Order requires:

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

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

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

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

17 6.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
18 failure to designate qualified information or items does not, standing alone, waive the
19 Designating Party’s right to secure protection under this Order for such material.
20 Upon timely correction of a designation, the Receiving Party must make reasonable
21 efforts to assure that the material is treated in accordance with the provisions of this
22 Order.

23 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 7.1. 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. Unless a prompt challenge to a Designating Party’s confidentiality
27 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
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1 economic burdens, or a significant disruption or delay of the litigation, a Party does
2 not waive its right to challenge a confidentiality designation by electing not to mount a
3 challenge promptly after the original designation is disclosed. Any motion
4 challenging a confidentiality designation, to retain a confidentiality designation, or
5 seeking to modify or amend the proposed Protective Order must be brought into strict
6 compliance with Local Rules 37-1 and 37-2 (including the Joint Stipulation
7 requirement).

8 7.2. Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process by providing written notice of each designation it is challenging
10 and describing the basis for each challenge. To avoid ambiguity as to whether a
11 challenge has been made, the written notice must recite that the challenge to
12 confidentiality is being made in accordance with this specific paragraph of the
13 Protective Order. The parties shall attempt to resolve each challenge in good faith and
14 must begin the process by conferring directly (in voice to voice dialogue; other forms
15 of communication are not sufficient) within 14 days of the date of service of notice.
16 In conferring, the Challenging Party must explain the basis for its belief that the
17 confidentiality designation was not proper and must give the Designating Party an
18 opportunity to review the designated material, to reconsider the circumstances, and, if
19 no change in designation is offered, to explain the basis for the chosen designation. A
20 Challenging Party may proceed to the next stage of the challenge process only if it has
21 engaged in this meet and confer process first or establishes that the Designating Party
22 is unwilling to participate in the meet and confer process in a timely manner.

23 7.3. Judicial Intervention. If the Parties cannot resolve a challenge without
24 court intervention, the Designating Party shall file and serve a motion to retain
25 confidentiality within 21 days of the initial notice of challenge or within 14 days of
26 the parties agreeing that the meet and confer process will not resolve their dispute,
27 whichever is earlier, and must strictly comply with Local Rules 37-1 and 37-2
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1 (including the Joint Stipulation requirement). Failure by the Designating Party to
2 make such a motion including the required declaration within 21 days (or 14 days, if
3 applicable) shall automatically waive the confidentiality designation for each
4 challenged designation. In addition, the Challenging Party may file a motion
5 challenging a confidentiality designation at any time that is consistent with the Court's
6 Scheduling Order if there is good cause for doing so, including a challenge to the
7 designation of a deposition transcript or any portions thereof. Any motion brought
8 pursuant to this provision must strictly comply with Local Rules 37-1 and 37-2
9 (including the Joint Stipulation requirement).

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

18 8. ACCESS TO AND USE OF PROTECTED MATERIAL

19 8.1. Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this case
21 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
22 Material may be disclosed only to the categories of persons and under the conditions
23 described in this Order. When the litigation has been terminated, a Receiving Party
24 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

1 8.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
4 only to:

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

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

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

16 (d) the court and its personnel, including the Court’s court reporters,
17 who are subject only to the Court’s internal procedures regarding the handling of
18 material filed or lodged, including material filed or lodged under seal;

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

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

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 9. 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
11 shall include a copy of the subpoena or court order;

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

16 (c) cooperate with respect to all reasonable procedures sought to be
17 pursued by 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.

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1 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS LITIGATION

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

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

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

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

18 (3) make the information requested available for inspection by
19 the Non-Party.

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

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

10 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

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

22 13. MISCELLANEOUS

23 13.1. Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the court in the future.

25 13.2. Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
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1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 13.3. Filing Protected Material. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested
5 persons, a Party may not file in the public record in this action any Protected Material.
6 Protected Material may only be filed under seal pursuant to a court order authorizing
7 the sealing of the specific Protected Material at issue. A Party seeking to file under
8 seal any Protected Material must comply with Civil Local Rule 79-5. A sealing order
9 will issue only upon a request establishing that the Protected Material at issue is
10 privileged, protectable as a trade secret, or otherwise entitled to protection under the
11 law. If a Receiving Party's request to file Protected Material under seal is denied by
12 the court, then the Receiving Party may file the information in the public record unless
13 otherwise instructed by the court.

14 14. FINAL DISPOSITION

15 Within 60 days after the final disposition of this action, as defined in paragraph
16 4, each Receiving Party must return all Protected Material to the Producing Party or
17 destroy such material. As used in this subdivision, "all Protected Material" includes
18 all copies, abstracts, compilations, summaries, and any other format reproducing or
19 capturing any of the Protected Material. Whether the Protected Material is returned or
20 destroyed, the Receiving Party must submit a written certification to the Producing
21 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
22 deadline that (1) identifies (by category, where appropriate) all the Protected Material
23 that was returned or destroyed and (2) affirms that the Receiving Party has not
24 retained any copies, abstracts, compilations, summaries or any other format
25 reproducing or capturing any of the Protected Material. Notwithstanding this
26 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
27 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
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1 deposition and trial exhibits, expert reports, attorney work product, and consultant and
2 expert work product, even if such materials contain Protected Material. Any such
3 archival copies that contain or constitute Protected Material remain subject to this
4 Protective Order as set forth in Section 5 (DURATION).

5
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 DATE: November 14, 2017 BLANK ROME LLP

8
9 By: /s/ Caroline P. Donelan
10 Howard M. Knee
11 Caroline P. Donelan
12 Attorneys for Defendant
FREEDOM MORTGAGE CORPORATION

13 DATE: November 14, 2017 JUSTICE LAW CORPORATION

14
15 By: /s/ Douglas Han
16 Douglas Han
17 Shunt Tatavos-Gharajeh
18 Daniel J. Park
19 Attorneys for Plaintiff
BELEN TORREZ

20
21 **SIGNATURE ATTESTATION**

22 I hereby certify that authorization for the filing of this document has been
23 obtained from each of the other signatories shown above and that all signatories have
24 authorized placement of their electronic signature on this document.
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28 /s/ Caroline P. Donelan

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: November 14, 2017



Hon. Kenly Kiya Kato
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 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 Southern District of California on
7 [date] in the case of *Belen Torrez v. Freedom Mortgage Corporation*, Case No. 5:17-
8 cv-00867-JGB-KK. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that
12 is subject to this Stipulated Protective Order to any person or entity except in strict
13 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 Southern 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
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____