

SHANNON L. GUSTAFSON (SBN 228856)

[sgustafson@lynberg.com](mailto:sgustafson@lynberg.com)

ANITA K. CLARKE (SBN 321015)

[aclarke@lynberg.com](mailto:aclarke@lynberg.com)

**LYNBERG & WATKINS**

A Professional Corporation  
1100 W. Town & Country Road, Suite #1450  
Orange, California 92868  
(714) 937-1010 Telephone  
(714) 937-1003 Facsimile

Attorneys for Defendant, County of San Bernardino, San Bernardino County  
Children and Family Services, Alejandra Gonzalez, Mallory Flores, Kristina Dodele  
and Megan Fonseca

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

JAIMIE MANNS an Individual; N.M.,  
a minor, by and through his guardian ad  
litem, Jamie Manns,

Plaintiff,

vs

COUNTY OF SAN BERNARDINO;  
SAN BERNARDINO COUNTY  
CHILDREN AND FAMILY  
SERVICES; ALEJANDRA  
GONZALEZ, an Individual;  
MALLORY FLORES, an Individual;  
KRISTINA DODELE, an Individual;  
and MEGAN FONSECA, an  
Individual; DOES 1 through 10,  
inclusive;

Defendant.

CASE NO. 5:21-cv-02065-JWH-SHK

*Assigned for All Purposes to:*

*Honorable John W. Holcomb,  
Courtroom 9D, Magistrate Shashi H.  
Kewalramani*

**[DISCOVERY MATTER]**

**STIPULATED PROTECTIVE  
ORDER**

*Trial Date: TBD  
Complaint filed: December 9, 2021*

**TO THE HONORABLE COURT:**

By and through their counsel of record in this action, Plaintiffs JAIMIE  
MANNS and N.M., a minor, (“Plaintiffs”), and Defendants COUNTY OF SAN  
BERNARDINO, SAN BERNARDINO COUNTY CHILDREN AND FAMILY  
SERVICES, ALEJANDRA GONZALEZ, MALLORY FLORES, KRISTINA

1 DODELE, and MEGAN FONSECA (“Defendants”), collectively “the parties” hereby  
2 stipulate for the purpose of jointly requesting that the Honorable Court enter a  
3 protective order re confidential documents in this matter (and pursuant to Fed. R. Civ.  
4 P. Rules 5, 2, 7, and 26, as well as U.S. Dist. Ct. C.D. Cal. Local Rules 7-1 and 52-  
5 4.1; and any applicable Orders of the Court) as follows:

6 **1. A. PURPOSES AND LIMITATIONS**

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

20 **B. GOOD CAUSE STATEMENT**

21 This action will involve confidential and sensitive information regarding  
22 primarily a minor child, N.M., who is a Plaintiff and the minor child of Plaintiff Jaimie  
23 Manns, both of whom are the subjects of this lawsuit against the Defendants  
24 concerning their investigation of child abuse against N.M., which included  
25 temporarily taking N.M. out of Plaintiff Manns care. There are also other minor(s)  
26 who were in the residence where N.M. was placed who may have been involved in  
27 the allegations in the complaint. Therefore, the nature of protecting the minors’  
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1 information and privacy is critical for which special protection from public disclosure  
2 and from use for any purpose other than the litigation of this action is warranted.

3 The documents related to this matter include, but are not limited to the  
4 following: documents obtained pursuant to the request for documents in accordance  
5 with the Standing Order of the Presiding Judge of the Juvenile Court Honorable  
6 Annemarie Pace, documents obtained from juvenile court, dependency court, court  
7 hearings, minute orders, all juvenile court and dependency transcripts, detention logs  
8 of social workers' investigations, emergency referral forms, police reports regarding  
9 a minor, detention warrant, and documents which are otherwise generally unavailable  
10 to the public, or which may be privileged or otherwise protected from disclosure under  
11 state or federal statutes, court rules, case decisions, or common law. Accordingly, to  
12 expedite the flow of information, to facilitate the prompt resolution of disputes over  
13 confidentiality of discovery materials, to adequately protect information the parties  
14 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
15 necessary uses of such material in preparation for and in the conduct of trial, to address  
16 their handling at the end of the litigation, and serve the ends of justice, a protective  
17 order for such information is justified in this matter. It is the intent of the parties that  
18 information will not be designated as confidential for tactical reasons and that nothing  
19 be so designated without a good faith belief that it has been maintained in a  
20 confidential, non-public manner, and there is good cause why it should not be part of  
21 the public record of this case.

## 22 2. DEFINITIONS

23 2.1 Action: Refers to this pending federal law suit Case No. 5:21-cv-02065-  
24 JWH-SHK.

25 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
26 of information or items under this Order.

27 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how  
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1 it is generated, stored or maintained) or tangible things that qualify for protection  
2 under Federal Rule of Civil Procedure 26(c), and as specified above in the  
3 Good Cause Statement.

4 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
5 support staff).

6 2.5 Designating Party: a Party or Non-Party that designates information or  
7 items that it produces in disclosures or in responses to discovery as  
8 “CONFIDENTIAL”.

9 2.6 Disclosure or Discovery Material: all items or information, regardless  
10 of the medium or manner in which it is generated, stored, or maintained (including,  
11 among other things, testimony, transcripts, and tangible things), that are produced  
12 or generated in disclosures or responses to discovery in this matter.

13 2.7 Expert: a person with specialized knowledge or experience in a matter  
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
15 an expert witness or as a consultant in this Action.

16 2.8 House Counsel: attorneys who are employees of a party to this Action.  
17 House Counsel does not include Outside Counsel of Record or any other outside  
18 counsel.

19 2.9 Non-Party: any natural person, partnership, corporation, association, or  
20 other legal entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
22 to this Action but are retained to represent or advise a party to this Action and have  
23 appeared in this Action on behalf of that party or are affiliated with a law firm which  
24 has appeared on behalf of that party, and includes support staff.

25 2.11 Party: any party to this Action, including all of its officers, directors,  
26 employees, consultants, retained experts, and Outside Counsel of Record (and their  
27 support staffs).  
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1           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

3           2.13 Professional Vendors: persons or entities that provide litigation support  
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstratives, and organizing, storing, or retrieving data in any form or medium)  
6 and their employees and subcontractors.

7           2.14 Protected Material: any Disclosure or Discovery Material that is  
8 designated as "CONFIDENTIAL."

9           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
10 from a Producing Party.

### 11           **3. SCOPE**

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

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

### 19           **4. DURATION**

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

15           If it comes to a Designating Party's attention that information or items  
16 that it designated for protection do not qualify for protection, that Designating  
17 Party 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 this  
20 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
21 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
22 Order must be clearly so designated before the material is disclosed or 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 at a minimum, the legend "CONFIDENTIAL" (hereinafter  
27 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
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1 portion or portions of the material on a page qualifies for protection, the Producing  
2 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
3 markings in the margins).

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

15 (b) for testimony given in depositions that the Designating Party identify the  
16 Disclosure or Discovery Material on the record, before the close of the deposition all  
17 protected testimony.

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

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

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
5 of confidentiality at any time that is consistent with the Court's Scheduling Order.

6 6.2 Meet and Confer. The Challenging party shall initiate the dispute resolution  
7 process under Local Rule 37.1 et. seq.

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

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

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action has been terminated, a  
21 Receiving Party must comply with the provisions of section 13 below (FINAL  
22 DISPOSITION).

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

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
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1 otherwise ordered by the court or permitted in writing by the Designating Party, a  
2 Receiving Party may disclose any information or item designated  
3 "CONFIDENTIAL" only to:

4 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
5 well as employees of said Outside Counsel of Record to whom it is reasonably  
6 necessary to disclose the information for this Action;

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

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

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional  
15 Vendors to whom disclosure is reasonably necessary for this Action and who  
16 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

19 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
21 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they  
22 will not be permitted to keep any confidential information unless they sign  
23 the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
24 agreed by the Designating Party or ordered by the court. Pages of transcribed  
25 deposition testimony or exhibits to depositions that reveal Protected Material may  
26 be separately bound by the court reporter and may not be disclosed to anyone except  
27 as permitted under this Stipulated Protective Order; and  
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1 (i) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
4 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

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

26 (a) The terms of this Order are applicable to information produced by a Non-  
27 Party in this Action and designated as "CONFIDENTIAL." Such information  
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1 produced by Non-Parties in connection with this litigation is protected by the  
2 remedies and relief provided by this Order. Nothing in these provisions should be  
3 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

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

25 If a Receiving Party learns that, by inadvertence or otherwise, it has  
26 disclosed Protected Material to any person or in any circumstance not authorized  
27 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
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1 notify in writing the Designating Party of the unauthorized disclosures, (b) use its best  
2 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
3 person or persons to whom unauthorized disclosures were made of all the terms of  
4 this Order, and (d) request such person or persons to execute the "Acknowledgment  
5 and 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  
17 to 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. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
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1 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
2 Protected Material at issue. If a Party's request to file Protected Material under seal is  
3 denied by the court, then the Receiving Party may file the information in the public  
4 record unless otherwise instructed by the court.

5 **13. FINAL DISPOSITION**

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

24 14. Any violation of this Order may be punished by any and all appropriate  
25 measures including, without limitation, contempt proceedings and/or monetary  
26 sanctions.

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**IT IS SO STIPULATED THROUGH COUNSEL OF RECORD**

DATED: January 5, 2023

**LYNBERG & WATKINS**  
**A Professional Corporation**

*/s/ Anita K. Clarke*  
\_\_\_\_\_  
**SHANNON L. GUSTAFSON**  
**ANITA K. CLARKE**  
Attorneys for Defendants, COUNTY  
SAN BERNARDINO, SAN  
BERNARDINO COUNTY CHILD  
AND FAMILY SERVICES,  
ALEJANDRA GONZALEZ,  
MALLORY FLORES, KRISTINA  
DODELE and MEGAN FONSECA

DATED: January 5, 2022

**SKAPIK LAW GROUP**

*/s/ Matthew T. Falkenstein*  
\_\_\_\_\_  
**MARK J. SKAPIK**  
**GERALYN L. SKAPIK**  
**ERIC MORRIS**  
**MATTHEW T. FALKENSTEIN**  
Attorneys for Plaintiffs JAIMIE MANNIS  
and N.M., a minor

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: January 18, 2023  
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Shashi H. Kewalramani  
United States ~~District~~/Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGEMENT AND AGREEMENT OT BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], 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 \_\_\_\_\_ [date] in the case of *Jaimie Manns, et al. v. County of San Bernardino, et al.*, 5:21-cv-02065-JWH-SHK. 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 \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] 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: \_\_\_\_\_

1 I CERTIFY THAT ALL PARTIES TO THIS DOCUMENT HAVE CONSENTED  
2 TO ITS FILING AND TO THE LANGUAGE CONTAINED HEREIN AND  
3 HAVE AUTHORIZED THE UNDERSIGNED TO AFFIX THEIR ELETRONIC  
4 SIGNATURES.

5 DATED: January 5, 2023

**LYNBERG & WATKINS**  
A Professional Corporation

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By: */s/ Anita K. Clarke*  
**SHANNON L. GUSTAFSON**  
**ANITA K. CLARKE**  
Attorneys for Defendant, COUNTY OF  
SAN BERNARDINO SAN  
BERNARDINO COUNTY CHILDREN  
AND FAMILY SERVICES,  
ALEJANDRA GONZALEZ, MALLORY  
FLORES, KRISTINA DODELE and  
MEGAN FONSECA