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10 Western Refining Retail, LLC  
and Speedway LLC

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

13 MAURICIO GONZALEZ, an  
14 individual,  
15  
16 Plaintiff;  
17  
18 v.  
19 WESTERN REFINING RETAIL, LLC;  
20 SPEEDWAY LLC; and DOES 1 to 20,  
21  
22 Defendants.

CASE NO. 5:23-cv-01995-SP  
  
Assigned to: Judge Sheri Pym

**STIPULATED PROTECTIVE ORDER**

22 1. A. PURPOSES AND LIMITATIONS

23 Disclosure and discovery activity in this Action are likely to involve production  
24 of confidential, proprietary, or private information for which special protection from  
25 public disclosure, and from use for any purpose other than prosecuting this litigation,  
26 may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court  
27 to enter the following Stipulated Protective Order. The Parties acknowledge that this  
28 Order does not confer blanket protections on all disclosures or responses to discovery

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

8 **B. GOOD CAUSE STATEMENT**

9 This Action is likely to involve trade secrets and other valuable research,  
10 development, commercial, financial, technical, proprietary, confidential, and/or private  
11 information for which special protection from public disclosure, and from use for any  
12 purpose other than prosecution of this Action, is warranted. Such confidential and  
13 proprietary materials and information consist of, among other things, confidential  
14 business or financial information, information regarding confidential business practices,  
15 or other confidential research, development, or commercial information (including  
16 information implicating privacy rights of third parties), information prohibited from  
17 disclosure pursuant to a written agreement to maintain such information in confidence,  
18 and information otherwise generally unavailable to the public or which may be  
19 privileged or otherwise protected from disclosure under state or federal statutes, court  
20 rules, case decisions, or common law. Accordingly, to expedite the flow of information,  
21 to facilitate the prompt resolution of disputes over confidentiality of discovery  
22 materials, to adequately protect information the Parties are entitled to keep confidential,  
23 to ensure that the Parties are permitted reasonable necessary uses of such material in  
24 preparation for and in the conduct of trial, to address their handling at the end of the  
25 litigation, and serve the ends of justice, a protective order for such information is  
26 justified in this matter. It is the intent of the Parties that information will not be  
27 designated as confidential for tactical reasons and that nothing be so designated without  
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1 a good faith belief that it has been maintained in a confidential, non-public manner, and  
2 there is good cause why it should not be part of the public record of this case.

3  
4 2. DEFINITIONS

5 2.1 Action: This above-entitled case styled *Mauricio Gonzalez v. Western*  
6 *Refining Retail et al.*, United States District Court for the Central District of California,  
7 Case No. 5:23-cv-01995-SP.

8 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
9 of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
11 it is generated, stored or maintained) or tangible things that qualify for protection under  
12 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
13 Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (and their  
15 support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information or  
17 items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless of  
20 the medium or manner in which it is generated, stored, or maintained (including, among  
21 other things, testimony, transcripts, and tangible things), that are produced or generated  
22 in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
25 expert witness or as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other outside  
28 counsel.

1           2.9 Non-Party: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           2.10 Party: any party to this action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6           2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this action.

8           2.12 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
11 their employees and subcontractors.

12           2.13 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14           2.14 Receiving Party: a Party that receives Disclosure or Discovery Material  
15 from a Producing Party.

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17       3. SCOPE

18           The protections conferred by this Stipulated Protective Order cover not only  
19 Protected Material (as defined above), but also (1) any information copied or extracted  
20 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
21 Protected Material; and (3) any testimony, conversations, or presentations by Parties or  
22 their Counsel that might reveal Protected Material. However, the protections conferred  
23 by this Stipulation and Order do not cover the following information: (a) any  
24 information that is in the public domain at the time of disclosure to a Receiving Party  
25 or becomes part of the public domain after its disclosure to a Receiving Party as a result  
26 of publication not involving a violation of this Order, including becoming part of the  
27 public record through trial or otherwise; and (b) any information known to the  
28 Receiving Party prior to the disclosure or obtained by the Receiving Party after the

1 disclosure from a source who obtained the information lawfully and under no obligation  
2 of confidentiality to the Designating Party. Any use of Protected Material at trial shall  
3 be governed by the orders of the trial judge. This Order does not govern the use of  
4 Protected Material at trial.

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6 4. DURATION

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

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15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

24 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
25 are shown to be clearly unjustified or that have been made for an improper purpose  
26 (e.g., to unnecessarily encumber or slow the case development process or to impose  
27 unnecessary expenses and burdens on other parties) expose the Designating Party to  
28 sanctions.

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

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
5 Order or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
6 qualifies for protection under this Order must be clearly so designated before the  
7 material is disclosed or produced.

8 Designation in conformity with this Order requires:

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

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

26 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
27 the Designating Party:  
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1 (i) identify on the record, before the close of the deposition, hearing, or  
2 other proceeding, all protected testimony, or

3 (ii) designate the entirety of the testimony at the deposition, hearing, or  
4 other proceeding as “Confidential” (before the deposition, hearing, or proceeding is  
5 concluded) with the right to identify more specific portions of the testimony as to which  
6 protection is sought within 30 days following receipt of the deposition, hearing, or  
7 proceeding transcript. In this regard, counsel shall send written notice to the court  
8 reporter, to counsel for the Parties, and to any other person known to have a copy of  
9 said transcript of the specific portions of the testimony to be designated. The notice  
10 shall reference this Stipulated Protective Order and identify the pages and/or exhibits  
11 designated as “CONFIDENTIAL.”

12 In circumstances where portions of the deposition, hearing, or proceeding  
13 testimony are designated for protection, the transcript pages containing “Confidential”  
14 information must be separately bound by the court reporter, who must affix to the top  
15 of each page the legend “CONFIDENTIAL,” as instructed by the Designating Party.

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

22 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate  
23 qualified information or items does not, standing alone, waive the Designating Party’s  
24 right to secure protection under this Order for such material so long as written notice of  
25 the inadvertent failure to designate is provided within 60 days of discovery by  
26 Designating Party of inadvertent failure to designate. Upon timely correction of a  
27 designation, the Receiving Party must make reasonable efforts to assure that the  
28 material is treated in accordance with the provisions of this Order. This provision is not

1 intended to apply to any inadvertent production of any information or items protected  
2 by attorney-client or work product privileges. No provision in this Order shall affect a  
3 Party's right to object to the designation of any document or other material as  
4 "CONFIDENTIAL" on any ground that is available under applicable law.  
5

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's Scheduling  
9 Order. Unless a prompt challenge to a Designating Party's confidentiality designation  
10 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
11 burdens, or a significant disruption or delay of the litigation, a Party does not waive its  
12 right to challenge a confidentiality designation by electing not to mount a challenge  
13 promptly after the original designation is disclosed.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
15 resolution process under Local Rule 37.1 et seq.

16 6.3 Judicial Intervention. Should the dispute resolution process be  
17 unsuccessful, although Challenging Party will move to have the "CONFIDENTIAL"  
18 designation removed from the Protected Material, the burden of persuasion in any such  
19 motion proceeding shall be on the Designating Party. Frivolous challenges, and those  
20 made for an improper purpose (e.g., to harass or impose unnecessary expenses and  
21 burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
22 Designating Party has waived or withdrawn the confidentiality designation, or unless  
23 the Designating Party agrees to de-designate the challenged Protected Materials, all  
24 Parties shall continue to afford the material in question the level of protection to which  
25 it is entitled under the Producing Party's designation until the Court rules on the  
26 challenge.  
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1       7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1     Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this Action  
4 only for prosecuting, defending, or attempting to settle this litigation, and not for any  
5 business or other purpose whatsoever. Such Protected Material may be disclosed only  
6 to the categories of persons and under the conditions described in this Order. When the  
7 Action has been terminated, a Receiving Party must comply with the provisions of  
8 section 13 below (FINAL DISPOSITION).

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

12            7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
13 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
14 may disclose any information or item designated “CONFIDENTIAL” only to:

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

18            (b) the officers, directors, agents, and employees (including House Counsel) of  
19 the Receiving Party to whom disclosure is reasonably necessary for this Action and who  
20 have been advised of the “Confidential” designation. ;

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

24            (d) the Court and its personnel;

25            (e) court reporters and their staff;

26            (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
27 to whom disclosure is reasonably necessary for this litigation and who have signed the  
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

3 (h) any deposition, proceeding, or hearing witness who previously has had access  
4 to the “CONFIDENTIAL” Information or who is currently or was previously an officer,  
5 director, employee or agent of an entity that has had access to the “CONFIDENTIAL”  
6 Information;

7 (i) during their depositions, witnesses, and attorneys for witnesses, in the Action  
8 who previously did not have access to the “CONFIDENTIAL” Information, provided  
9 that: (1) disclosure is reasonably necessary, (2) the deposing party requests that the  
10 witness and the attorney for the witness sign the “Acknowledgment and Agreement to  
11 Be Bound” (Exhibit A); and (3) the witness and the attorney for the witness will not be  
12 permitted to keep any confidential information unless they sign the “Acknowledgment  
13 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
14 Party or ordered by the Court;

15 (j) any mediator, third-party neutral, or settlement officer, and their supporting  
16 personnel, mutually agreed upon by any of the Parties engaged in settlement  
17 discussions; and

18 (k) any other person or entity that Designating Party agrees to in writing.

19 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
20 Protected Material may be separately bound by the court reporter and may not be  
21 disclosed to anyone except as permitted under this Stipulated Protective Order.  
22

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
24 OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation that  
26 compels disclosure of any information or items designated in this Action as  
27 “CONFIDENTIAL,” that Party must:  
28

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

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

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

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

17  
18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
19 IN THIS LITIGATION

20 The terms of this Order are applicable to information produced by a Non-Party  
21 in this Action and designated by a Non-Party or Party as “CONFIDENTIAL.” Such  
22 information produced by Non-Parties in connection with this litigation is protected by  
23 the remedies and relief provided by this Order. Any such designation shall also function  
24 as consent by such producing Non-Party to the authority of the Court in the Action to  
25 resolve and conclusively determine any motion or other application made by any person  
26 or Party with respect to such designation, or any other matter otherwise arising under  
27 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party  
28 from seeking additional protections.

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2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

24  
25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
27 person to seek its modification or additional relief by the Court in the future. This Order  
28 shall not be construed to preclude either Party from asserting in good faith that certain

1 “CONFIDENTIAL” Information or Items require additional protection. The Parties  
2 shall meet and confer to agree upon the terms of such additional protection.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
4 Protective Order no Party waives any right it otherwise would have to object to  
5 disclosing or producing any information or item on any ground not addressed in this  
6 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
7 ground to use in evidence of any of the material covered by this Protective Order.

8 12.3 Filing Protected Material. Without written permission from the  
9 Designating Party or a court order secured after appropriate notice to all interested  
10 persons, a Party may not file in the public record in this Action any Protected Material.  
11 A Party that seeks to file under seal any Protected Material must comply with standards  
12 imposed by the Local Rules. Protected Material may only be filed under seal pursuant  
13 to a court order authorizing the sealing of the specific Protected Material at issue. If a  
14 Receiving Party's request to file Protected Material under seal is denied by the Court,  
15 then the Receiving Party may file the information in the public record pursuant to Civil  
16 Local Rule 79-5 unless otherwise instructed by the Court.

17 12.4 Waiver of Designating Party. This Order is entered into without prejudice  
18 to the right of any Party to knowingly waive the applicability of this Order to any  
19 “CONFIDENTIAL” Information or Items designated by that Party.

20 12.5 Previously Produced Documents. The Parties agree to be bound by the  
21 terms set forth herein with regard to any “CONFIDENTIAL” information or items that  
22 have been produced before the Court signs this Order. In the event that the Court  
23 modifies this Order, or in the event that the Court enters a different Protective Order,  
24 the Parties agree to be bound by this Order until such time as the Court may enter such  
25 a different Order.  
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1       13.    FINAL DISPOSITION

2           Within 60 days after the final disposition of this Action, as defined in paragraph  
3       4, and only upon written request by the Designating Party, each Receiving Party must  
4       return all Protected Material to the Producing Party or destroy such material no later  
5       than 60 days after Designating Party’s written request. As used in this subdivision, “all  
6       Protected Material” includes all copies, abstracts, compilations, summaries, and any  
7       other format reproducing or capturing any of the Protected Material. Whether the  
8       Protected Material is returned or destroyed, the Receiving Party must submit a written  
9       certification to the Producing Party (and, if not the same person or entity, to the  
10      Designating Party) by the 60-day deadline if requested at that time by Producing Party  
11      that (1) identifies (by category, where appropriate) all the Protected Material that was  
12      returned or destroyed and (2) affirms that the Receiving Party has not retained any  
13      copies, abstracts, compilations, summaries or any other format reproducing or capturing  
14      any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
15      retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
16      transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
17      reports, attorney work product, and consultant and expert work product, even if such  
18      materials contain Protected Material. Any such archival copies that contain or  
19      constitute Protected Material remain subject to this Protective Order as set forth in  
20      Section 4 (DURATION). To the extent permitted by law, the Court shall retain  
21      jurisdiction to enforce, modify, or reconsider this Order, even after final disposition of  
22      the Action.

23  
24      14.    Any violation of this Order may be punished by any and all appropriate measures  
25      including, without limitation, contempt proceedings and/or monetary sanctions.

26      IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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DATED: March 25, 2024      LAW OFFICES OF SANDRA H. CASTRO, INC.

By:           /s/ Sandra H. Castro            
Sandra H. Castro  
Kathleen A. Juarez  
Attorneys for Plaintiff

DATED: March 25, 2024      LAW OFFICES OF KRISTEN BROWN


By:           /s/ Kristen Brown            
Kristen Brown  
Attorney for Plaintiff

DATED: March 25, 2024      WELTER LAW FIRM, P.C.

By:           /s/ Eric A. Welter            
Eric A. Welter  
Attorney for Defendants Western Refining  
Retail, LLC and Speedway LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 27, 2024

By:                       
Sheri Pym  
United States Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, 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 *Mauricio Gonzalez v. Western Refining Retail et al.*, United States District Court for the Central District of California, Case No. 5:23-cv-01995-SP. 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 purposes of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_, of \_\_\_\_\_ [print or type full address] 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: \_\_\_\_\_