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15
 16 **UNITED STATES DISTRICT COURT**
 17 **EASTERN DISTRICT OF CALIFORNIA (FRESNO)**

18 GEA FARM TECHNOLOGIES, INC., a) Case No.: 1:18-CV-00756-DAD-EPG
 19 Delaware corporation,)
) **STIPULATED PROTECTIVE ORDER**
 20 Plaintiff,)
) **(ECF No. 20)**
 21 vs.)
)
 22 STEVEN PEEPLES, an individual; and)
 DOES 1 through 10, inclusive,)
 23)
 Defendants.)
 24)

1 1. PURPOSES, LIMITATIONS, AND COMPLIANCE WITH EASTERN DISTRICT
2 LOCAL RULE 141.1.

3 Disclosure and discovery activity in this action are likely to involve production of
4 confidential, proprietary, or private information, or information which constitutes trade secrets,
5 for which 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 to and
7 petition the court to enter the following Stipulated Protective Order. The parties acknowledge
8 that this Order does not confer blanket protections on all disclosures or responses to discovery
9 and that the protection it affords from public disclosure and use extends only to the limited
10 information or 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, that this
12 Stipulated Protective Order does not entitle them to file confidential information under seal;
13 Eastern District Local Rule 141.1 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 material under
15 seal.

16 1.1 Types of Information Eligible for Protection. Pursuant to Local Rule 141.1(c)(1),
17 the types of information eligible for protection include a party's trade secret, confidential,
18 competitive, or proprietary information pertaining to the party's business, which the party takes
19 appropriate efforts to keep confidential, or information which the party is otherwise required to
20 keep confidential by agreement or law, including the following: financial information; research,
21 development, and technical information and specifications; customer information; security
22 features of the party's products or property; and information that, if disclosed, would seriously
23 undermine the party's ability to investigate the infringement of its products or property.

1 1.2 The Need for Protection. Pursuant to Local Rule 141.1(c)(2), there is a need to
2 protect this type of evidence. A party’s trade secret, confidential, competitive, or proprietary
3 information could be abused if its use were not limited to this lawsuit. For example, third party
4 competitors could exploit the following types of confidential information to their advantage were
5 it made public: (1) a party’s financial information; (2) research, development, and technical
6 information and specifications; and (3) customer information. In some cases, disclosure of this
7 type of evidence could breach confidentiality agreements or violate privacy or consumer
8 protection laws. Further, disclosure of information related to the security features of a party’s
9 products or property, or that would seriously undermine the party’s ability to investigate the
10 infringement of its products or property, would facilitate infringement.

11 1.3 The Need for Protection by this Court. Pursuant to Local Rule 141.1(c)(3), the
12 parties seek a Protective Order, as opposed to entering into a private agreement, because the
13 proposed Order provides mechanisms for the resolution of disputes and the handling of
14 designated evidence that involve the Court. Moreover, both the California statute and federal
15 trade secrets statute expressly contemplate the entry of such orders in a trade secrets case.
16 CUTSA, Cal Civ. Code § 3426.5; DTSA, 18 USC § 1835(a).

17 2. DEFINITIONS

18 2.1 Challenging Party: A Party or Non-Party that challenges the designation of
19 information or items under this Order.

20 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
21 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
22 of Civil Procedure 26(c).

23 2.3 “The Sealed Information:” the documents and information ordered to be filed
24 under seal pursuant to this Court’s Order on June 7, 2018 (Doc. No. 8).

1 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
2 well as their support staff).

3 2.5 Designating Party: a Party or Non-Party that designates information or items that
4 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “The Sealed
5 Information.”

6 2.6 Disclosure or Discovery Material: all items or information, regardless of the
7 medium or manner in which it is generated, stored, or maintained (including, among other things,
8 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
9 responses to discovery in this matter.

10 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent
11 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as
12 a consultant in this action.

13 2.8 House Counsel: attorneys who are employees of a party to this action. House
14 Counsel does not include Outside Counsel of Record or any other outside counsel.

15 2.9 Non-Party: any natural person, partnership, corporation, association, or other
16 legal entity not named as a Party to this action.

17 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
18 action but are retained to represent or advise a party to this action and have appeared in this
19 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
20 that party.

21 2.11 Party: any party to this action, including all of its officers, directors, employees,
22 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

23 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
24 Material in this action.

1 2.13 Professional Vendors: persons or entities that provide litigation support services
2 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
3 organizing, storing, or retrieving data in any form or medium) and their employees and
4 subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
6 CONFIDENTIAL” or “The Sealed Information.”

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
8 Producing Party.

9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only Protected Material
11 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
12 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
13 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
14 However, the protections conferred by this Stipulation and Order do not cover the following
15 information: (a) any information that is in the public domain at the time of disclosure to a
16 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
17 a result of publication not involving a violation of this Order, including becoming part of the
18 public record through trial or otherwise; and (b) any information known to the Receiving Party
19 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
20 obtained the information lawfully and under no obligation of confidentiality to the Designating
21 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations imposed by
24 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court

1 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
2 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after
3 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
4 action, including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
8 or Non-Party that designates information or items for protection under this Order must take care
9 to limit any such designation to specific material that qualifies under the appropriate standards.
10 The Designating Party must designate for protection only those parts of material, documents,
11 items, or oral or written communications that qualify – so that other portions of the material,
12 documents, items, or communications for which protection is not warranted are not swept
13 unjustifiably within the ambit of this Order.

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

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

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

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents, but
3 excluding transcripts of depositions or other pretrial or trial proceedings), that the
4 Producing Party affix the legend “CONFIDENTIAL and/or “The Sealed Information” to
5 each page that contains protected material. If only a portion or portions of the material on
6 a page qualifies for protection, the Producing Party also must clearly identify the
7 protected portion(s) (e.g., by making appropriate markings in the margins).

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

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

23 (c) for information produced in some form other than documentary and for any
24 other tangible items, that the Producing Party affix in a prominent place on the exterior of

1 the container or containers in which the information or item is stored the legend
2 “CONFIDENTIAL” and/or “The Sealed Information.” If only a portion or portions of
3 the information or item warrant protection, the Producing Party, to the extent practicable,
4 shall identify the protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
6 designate qualified information or items does not, standing alone, waive the Designating Party’s
7 right to secure protection under this Order for such material. Upon timely correction of a
8 designation, the Receiving Party must make reasonable efforts to assure that the material is
9 treated in accordance with the provisions of this Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
12 confidentiality and/or trade secrets at any time.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
14 process by providing written notice of each designation it is challenging and describing the basis
15 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
16 notice must recite that the challenge to confidentiality is being made in accordance with this
17 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
18 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
19 forms of communication are not sufficient) within 14 days of the date of service of notice. In
20 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
21 designation was not proper and must give the Designating Party an opportunity to review the
22 designated material, to reconsider the circumstances, and, if no change in designation is offered,
23 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
24 stage of the challenge process only if it has engaged in this meet and confer process first or

1 establishes that the Designating Party is unwilling to participate in the meet and confer process in
2 a timely manner.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
4 intervention, the Designating Party shall file and serve a motion to retain confidentiality within
5 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet
6 and confer process will not resolve their dispute, whichever is earlier. Each such motion must be
7 accompanied by a competent declaration affirming that the movant has complied with the meet
8 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to
9 make such a motion including the required declaration within 21 days (or 14 days, if applicable)
10 shall automatically waive the confidentiality designation for each challenged designation. In
11 addition, the Challenging Party may file a motion challenging a confidentiality designation at
12 any time if there is good cause for doing so, including a challenge to the designation of a
13 deposition transcript or any portions thereof. Any motion brought pursuant to this provision must
14 be accompanied by a competent declaration affirming that the movant has complied with the
15 meet and confer requirements imposed by the preceding paragraph.

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

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed

1 or produced by another Party or by a Non-Party in connection with this case only for
2 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
3 disclosed only to the categories of persons and under the conditions described in this Order.
4 When the litigation has been terminated, a Receiving Party must comply with the provisions of
5 section 13 below (FINAL DISPOSITION).

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

8 7.2 Disclosure of “CONFIDENTIAL” and/or “The Sealed Information” Information
9 or Items. Subject to the provisions of Section 7.3, and unless otherwise ordered by the court or
10 permitted in writing by the Designating Party, a Receiving Party may disclose any information or
11 item designated “CONFIDENTIAL” and/or “The Sealed Information” only to:

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

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

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

22 (d) the court and its personnel;

23 (e) court reporters and their staff, professional jury or trial consultants, mock
24 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this

1 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A);

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

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

11 7.3 Additional Protections for The Sealed Information. Notwithstanding the
12 provisions of Section 7.2, The Sealed Information will be produced to Outside Counsel of
13 Record for Defendant Steven Peeples (“Peeples’ Counsel”). Peeples’ Counsel may disclose the
14 contents of The Sealed Information to Mr. Peeples to the extent necessary to provide legal advice
15 to him, but Peeples’ Counsel will not transmit, by electronic or any other means, The Sealed
16 Information to Mr. Peeples or otherwise give Mr. Peeples possession of any of The Sealed
17 Information. Nor will he allow Mr. Peeples to copy or record the information in any way,
18 including by photographic or written means such as typed or handwritten notes

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

21 If a Party is served with a subpoena or a court order issued in other litigation that compels
22 disclosure of any information or items designated in this action as ““CONFIDENTIAL” and/or
23 “The Sealed Information” that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall

1 include a copy of the subpoena or court order;

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

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

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

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

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

24 (b) In the event that a Party is required, by a valid discovery request, to produce a

1 Non-Party's confidential information in its possession, and the Party is subject to an
2 agreement with the Non-Party not to produce the Non-Party's confidential information,
3 then the Party shall:

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

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

10 (3) make the information requested available for inspection by the Non-
11 Party.

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

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
22 Material to any person or in any circumstance not authorized under this Stipulated Protective
23 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
24 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the

1 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
2 made of all the terms of this Order, and (d) request such person or persons to execute the
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
5 MATERIAL

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

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
17 seek its modification by the court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
19 Order no Party waives any right it otherwise would have to object to disclosing or producing any
20 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
21 no Party waives any right to object on any ground to use in evidence of any of the material
22 covered by this Protective Order.

23 12.3 Filing Protected Material. Without written permission from the Designating Party
24 or a court order secured after appropriate notice to all interested persons, a Party may not file in

1 the public record in this action any Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Easter District Local Rule 141.1. Protected Material may
3 only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected
4 Material at issue.

5 13. FINAL DISPOSITION

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

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: June 12, 2018

/s/ John E. McCann, Jr.
MILES & STOCKBRIDGE P.C.

4
5 /s/ Andrew J. Jaramillo
ALTUS LAW FIRM

6 Attorneys for Plaintiff
7 GEA FARM TECHNOLOGIES, INC.

8 Dated: June 12, 2018

/s/ Howard A. Sagaser
SAGASER, WATKINS & WIELAND PC

9 Attorneys for Defendant
10 STEVEN PEEPLES

11
12 PURSUANT TO STIPULATION, IT IS SO ORDERED.

13
14 Dated: June 12, 2018

/s/ Eric P. Grogan
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],

5 declare under penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order that was issued by the United States District Court for the Eastern District of
7 California on _____ [date] in the case of *GEA Farm Technologies, Inc. v.*
8 *Steven Peebles*, Case No. 1:18-CV-00756-DAD-EPG. I agree to comply with and to be bound
9 by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure
10 to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
11 promise that I will not disclose in any manner any information or item that is subject to this
12 Stipulated Protective Order to any person or entity except in strict compliance with the
13 provisions of this Order.

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

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

21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____

24 Signature: _____