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11 Attorneys for Defendants  
 12 GREGORY SANDERS, CATHY SANDERS,  
 13 erroneously sued as KATHY SANDERS,  
 14 and CAR REGISTRATION, INC. erroneously  
 15 sued as EZTAGS, INC.

14 UNITED STATES DISTRICT COURT  
 15  
 16 EASTERN DISTRICT OF CALIFORNIA  
 17  
 18 SACRAMENTO DIVISION

19 CARTAGZ, INC., a California corporation,  
 20  
 21 Plaintiff,  
 22  
 23 v.  
 24 GREGORY SANDERS; KATHY SANDERS;  
 25 EZTAGS, INC., a California corporation; and  
 26 DOES 1 through 95, inclusive  
 27  
 28 Defendants.

Case No.: 2:15-cv-01918-MCE-AC  
**STIPULATED PROTECTIVE ORDER  
 GOVERNING THE USE AND  
 DISSEMINATION OF CONFIDENTIAL  
 INFORMATION**

1 **I. PURPOSES, LIMITATIONS AND SCOPE**

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

15 2. This Protective Order shall govern any document, thing, or  
16 information that is designated as containing “CONFIDENTIAL” or “HIGHLY  
17 CONFIDENTIAL” information, as defined herein<sup>1</sup> and that is produced or  
18 disclosed by any party or non-party in connection with the above-captioned action  
19 (“Action”). Documents and other information produced in this Action and  
20 designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” shall be used  
21 only for purposes of this Action. The forms of information which may be subject  
22 to this Protective Order include, but are not limited to, documents and things,  
23 responses to requests to produce documents, responses to interrogatories, responses  
24 to requests for admissions, subpoenaed documents, deposition testimony and  
25 exhibits, deposition transcripts, and all copies, extracts, summaries, compilations,  
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27 \_\_\_\_\_  
28 <sup>1</sup> For the purpose of this order, “HIGHLY CONFIDENTIAL” and “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” have the same meaning and effect and can be used interchangeably.

1 designations and portions thereof (collectively “Discovery Materials”).

2 3. All Discovery Materials produced in discovery in this Action and  
3 designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” shall be used  
4 solely for the purpose of pre-trial proceedings (including, but not limited to,  
5 motions and briefing), settlement, trial preparation, trial, and appeals in connection  
6 with this Action. Discovery Materials shall not be used for any business or non-  
7 litigation related purpose whatsoever.

8 **II. DEFINITIONS**

9 4. The following definitions apply in this Protective Order:

10 (a) The designation “CONFIDENTIAL” may be applied by  
11 any Party or non-party to any Discovery Materials that contain  
12 information that is not publically available.

13 (b) The designation “HIGHLY CONFIDENTIAL” or  
14 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be applied  
15 by any party to highly sensitive forms of information, including, but  
16 not limited to: (i) trade secrets as defined in Cal. Civ. Code  
17 § 3426.1(d); and/or (ii) extremely sensitive “CONFIDENTIAL”  
18 information or items whose disclosure to another Party or non-party  
19 would create a substantial risk of injury that could not be avoided by  
20 less restrictive means.

21 (c) “CONFIDENTIAL INFORMATION” refers to all  
22 information that is subject to the designations “CONFIDENTIAL” or  
23 “HIGHLY CONFIDENTIAL” as described above.

24 (d) “Party” means every party to this Action and every  
25 director, officer, employee, and managing agent of every party to this  
26 Action.

27 (e) “Order” means this Protective Order.  
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1 (f) The scope of this Protective Order shall be understood  
2 and interpreted to encompass not only those items or things which  
3 consist of or include CONFIDENTIAL INFORMATION, but also any  
4 information derived therefrom, and all copies, excerpts, and  
5 summaries thereof, as well as testimony and oral statements derived  
6 therefrom or related thereto.

7 (g) "Producing Party" means a Party or non-party that  
8 produces disclosure or DISCOVERY MATERIAL in this Action.

9 (h) "Receiving Party" means a Party that receives disclosure  
10 or DISCOVERY MATERIAL from a Producing Party.

11 (i) "Designating Party" means a Party or non-party that  
12 designates Discovery Materials or other information as  
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

14 **III. TERMS OF THE PROTECTIVE ORDER**

15 **A. Designation**

16 5. The designation of CONFIDENTIAL INFORMATION shall be made  
17 in the following manner:

18 (a) For documents, by placing the appropriate designation on  
19 each page of the document;

20 (b) For tangible objects, by placing a label or tag with the  
21 appropriate designation on the object or the container therefor, or, if  
22 not practicable, as otherwise agreed;

23 (c) For written responses to discovery by placing the  
24 appropriate designation on the page(s) containing the relevant  
25 responses and on the face of the document containing such  
26 designations; and

27 (d) For depositions, during the deposition or in writing  
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1 within twenty (20) days after receipt by the Designating Party of the  
2 transcript of the deposition.  
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4 **B. Manner of Designating Documents**

5 6. A Party shall designate documents containing CONFIDENTIAL  
6 INFORMATION by placing a legend in plain view on each page of any document  
7 that the Party wishes to protect against disclosure or use pursuant to this Order.  
8 This legend shall state “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” as  
9 appropriate.

10 **C. Manner of Designating Depositions**

11 7. A deposition transcript comprising or containing CONFIDENTIAL  
12 INFORMATION shall be designated “CONFIDENTIAL” or “HIGHLY  
13 CONFIDENTIAL” by requesting such treatment thereof either on the record at the  
14 time of the deposition or by written notice after service of the deposition transcript.  
15 If confidential treatment of a deposition transcript is requested on the record at the  
16 time of the deposition, the requesting party shall instruct the court reporter to stamp  
17 or mark each page of the transcript containing the CONFIDENTIAL  
18 INFORMATION with the terms “CONFIDENTIAL” or “HIGHLY  
19 CONFIDENTIAL.” The requesting party may also instruct the court reporter to  
20 separately bind the pages of the transcript that have been designated as  
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If confidential treatment of  
22 a transcript is requested by a party by written notice after completion of a  
23 deposition transcript, such written notice shall be mailed to all other parties within  
24 thirty (30) days after completion and service of the transcript by the court reporter.  
25 Such written notice shall specifically identify by page and line number all portions  
26 of the transcript that should be treated as “CONFIDENTIAL” or “HIGHLY  
27 CONFIDENTIAL” in accordance with this Order. Documents or things used as  
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1 exhibits at a deposition that a Party desires to be subject to this Order shall be  
2 separately stamped or marked “CONFIDENTIAL” or “HIGHLY  
3 CONFIDENTIAL” in the manner described above.

4 8. The Parties shall not disseminate a deposition transcript or the  
5 contents thereof beyond the persons designated in paragraph 14 for a period of  
6 thirty (30) days after completion and service of the transcript by the court reporter  
7 in order to give adequate time for a Party or non-party to provide written notice to  
8 designate deposition testimony or exhibits used at depositions as  
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” except that deposition  
10 transcripts and exhibits used at depositions may be filed under seal with the Court  
11 in accordance with paragraph 16 for use in connection with the proceedings in this  
12 Action at any time.

13 **D. Designation of Information Produced by Non-Parties**

14 9. Any Party may designate documents or things produced by a non-  
15 party pursuant to a subpoena or otherwise as “CONFIDENTIAL” or “HIGHLY  
16 CONFIDENTIAL” by providing written notice to each other Party within fifteen  
17 (15) days of receipt of the documents or things produced by the non-party. Such  
18 written notice shall specifically identify each page of each document or each thing  
19 produced by the non-party that should be treated as “CONFIDENTIAL” or  
20 “HIGHLY CONFIDENTIAL” in accordance with this Order.

21 10. The Parties shall not disseminate documents or things produced by a  
22 non-party beyond the persons designated in paragraph 14 for a period of thirty (30)  
23 days after service of the documents or things in order to give adequate time for a  
24 Party or non-party to provide written notice to designate the documents or things  
25 produced as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” except that the  
26 documents or things produced by a non-party may be filed under seal with the  
27 Court in accordance with paragraph 16 for use in connection with the proceedings  
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1 in this Action at any time.

2 **E. Inadvertent Production**

3 11. Each Party retains the right to subsequently re-designate documents  
4 and to require such documents to be treated in accordance with such designations  
5 from that time forward. An inadvertent or unintentional failure to designate  
6 qualified information or things as “CONFIDENTIAL” or “HIGHLY  
7 CONFIDENTIAL” shall not be construed as a waiver, in whole or in part, of (i)  
8 any Party’s claims of confidentiality either as to the specific information  
9 inadvertently or unintentionally disclosed or as to any other confidential material  
10 disclosed prior or subsequent to that date, or (ii) any Party’s right to designate said  
11 material as CONFIDENTIAL or HIGHLY CONFIDENTIAL pursuant to this  
12 Order. In the event of an inadvertent or unintentional failure to designate qualified  
13 information or things, the Producing Party shall promptly notify the Receiving  
14 Party that the information is CONFIDENTIAL or HIGHLY CONFIDENTIAL.  
15 The Producing Party shall further provide the Receiving Party with substitute  
16 copies of the affected documents, marked with the appropriate confidentiality  
17 designation in accordance with this Order.

18 12. Upon receiving notice of the confidentiality designation of previously-  
19 produced materials, the Receiving Party shall take reasonable steps to retrieve and  
20 destroy all undesignated copies of the materials, and shall treat the newly  
21 designated materials according to their confidentiality designation under this Order.  
22 Prior to a change in designation by the Producing Party, however, the Receiving  
23 Party shall not be precluded from using the information according to its then-  
24 existing designation or as undesignated if it had no previous designation. No Party  
25 shall be deemed to be in violation of this Order with respect to the disclosure of  
26 any Discovery Material to any other persons prior to the designation of the  
27 Discovery Material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
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1 pursuant to this Order.

2 13. Inadvertent or unintentional production of privileged or work product  
3 information will not be construed as an intentional waiver, in whole or in part, of  
4 the privileged or the work product status of the information inadvertently or  
5 unintentionally disclosed. In the event of an inadvertent or unintentional  
6 production of privileged or work product information, the Producing Party shall  
7 promptly notify the Receiving Party that the information is privileged or is work  
8 product. The Producing Party shall further provide the Receiving Party with  
9 substitute copies of the affected documents in which the privileged or work product  
10 information has been redacted.

11 14. Upon receiving notice of the Producing Party's claim of the privileged  
12 or work product status of previously-produced information, the Receiving Party  
13 shall take reasonable steps to retrieve and destroy all un-redacted copies of the  
14 materials containing the privileged or work product information.

15 **F. Access to Confidential Information**

16 15. Discovery Material designated as "CONFIDENTIAL" may be  
17 disclosed by the Receiving Party to only the following persons:

18 (a) outside attorneys of record for any Party in connection  
19 with this Action ("Outside Counsel"), and to the support personnel  
20 employed by Outside Counsel including law clerks, paralegals,  
21 assistants, secretaries, and clerical staff;

22 (b) organizations retained by Outside Counsel to provide  
23 litigation support services in this Action, including, but not limited to,  
24 document imaging services and services producing graphic or visual  
25 aids, provided, however, that before any such person is permitted  
26 access to any CONFIDENTIAL INFORMATION;

27 (c) independent outside experts and consultants retained by  
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1 Outside Counsel or a Party in connection with this Action, provided,  
2 however, that any such expert or consultant meets the conditions set  
3 forth in paragraph 17, and further provided that before any such  
4 person is permitted access to any CONFIDENTIAL INFORMATION,  
5 such person or a supervising individual in his or her organization shall  
6 have signed the “Non-Disclosure Agreement” (Exhibit A);

7 (d) the officers, directors, and employees (including in-house  
8 counsel) of the Receiving Party to whom disclosure is reasonably  
9 necessary for the handling of this litigation and who have signed the  
10 “Non-Disclosure Agreement” (Exhibit A);

11 (e) any court or other shorthand reporters, videographers,  
12 translators, or interpreters involved in the taking, recording,  
13 transcribing, or translating testimony in this Action;

14 (f) any mediator, arbitrator or referee retained by the Parties  
15 to assist them in alternative dispute resolution proceedings relating to  
16 this Action on a confidential basis;

17 (g) the author of the document containing the  
18 CONFIDENTIAL INFORMATION, or persons to whom such  
19 document or copies thereof were addressed or delivered;

20 (h) the Court and its personnel and all appropriate courts of  
21 appellate jurisdiction; and

22 (i) such other persons as hereafter may be designated by  
23 written agreement of the Parties or by order of the Court.

24 **G. Access to Highly Confidential Information**

25 16. Discovery Material designated as “HIGHLY CONFIDENTIAL” may  
26 be disclosed by the Receiving Party to only the following persons:

27 (a) outside attorneys of record for any Party in connection  
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1 with this Action (“Outside Counsel”), and to the support personnel  
2 employed by Outside Counsel including law clerks, paralegals,  
3 assistants, secretaries, and clerical staff;

4 (b) organizations retained by Outside Counsel to provide  
5 litigation support services in this Action, including, but not limited to,  
6 document imaging services and services producing graphic or visual  
7 aids, provided, however, that before any such person is permitted  
8 access to any CONFIDENTIAL INFORMATION, such person or a  
9 supervising individual in his or her organization shall have signed the  
10 “Non-Disclosure Agreement” (Exhibit A);

11 (c) independent outside experts and consultants retained by  
12 Outside Counsel or a Party in connection with this Action, provided,  
13 however, that any such expert or consultant meets the conditions set  
14 forth in paragraph 17, and further provided that before any such  
15 person is permitted access to any CONFIDENTIAL INFORMATION,  
16 such person or a supervising individual in his or her organization shall  
17 have signed the “Non-Disclosure Agreement” (Exhibit A);

18 (d) any court or other shorthand reporters, videographers,  
19 translators, or interpreters involved in the taking, recording,  
20 transcribing, or translating testimony in this Action;

21 (e) any mediator, arbitrator or referee retained by the Parties  
22 to assist them in alternative dispute resolution proceedings relating to  
23 this Action on a confidential basis;

24 (f) the author of the document containing the  
25 CONFIDENTIAL INFORMATION, or persons to whom such  
26 document or copies thereof were addressed or delivered;

27 (g) the Court and its personnel and all appropriate courts of  
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1 appellate jurisdiction; and

2 (h) such other persons as hereafter may be designated by  
3 written agreement of the Parties or by order of the Court.

4 **H. Disclosure of Confidential Information to Outside Experts**  
5 **and Consultants**

6 17. The outside experts and consultants referenced in paragraphs 15(c)  
7 and 16(c) shall not include any of the following: (a) the Parties to the Action; (b)  
8 present or former officers, directors, members, employees, servants, investors,  
9 suppliers, vendors, subcontractors, agents, or other representatives acting on a  
10 Party's behalf; or (c) known business competitors to any of the Parties to this  
11 Action.

12 **I. Filing Confidential Documents with the Court**

13 18. All information designated as CONFIDENTIAL INFORMATION  
14 which is to be filed or lodged with the Court, or any pleading, memorandum,  
15 declaration, exhibit or other document purporting to reproduce or paraphrase such  
16 information, shall be filed under seal in accordance with Local Rule 141.

17 **J. Effect of Confidential Designations**

18 19. The designation of Discovery Material as CONFIDENTIAL  
19 INFORMATION shall be deemed effective unless and until the Court orders  
20 otherwise or the Designating Party withdraws the designation.

21 20. The designation by a Party of any document, material or information  
22 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" is intended solely to  
23 facilitate discovery in this Action. This Order shall not prejudice the right of any  
24 Party to bring before the Court a motion in compliance with Local Rule 251 or  
25 other applicable rules seeking a determination that information produced by  
26 another Party has been improperly designated as CONFIDENTIAL  
27 INFORMATION and that such information should not be subject to the terms of  
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1 this Order. In any challenge to a designation, the Designating Party bears the  
2 burden of proof to establish the necessity of the designation, except that the Party  
3 bringing such motion shall have the burden of proving that the information  
4 designated as CONFIDENTIAL INFORMATION has been publically disclosed or  
5 was in possession of the Receiving Party prior to its disclosure through discovery  
6 in this Action.

7 21. No Party shall be obligated to challenge the propriety of a  
8 confidentiality designation and the failure to do so shall not constitute acquiescence  
9 as to the appropriateness of the designation or otherwise preclude a subsequent  
10 challenge to the designation.

11 **K. Exceptions to this Order**

12 22. Nothing contained in this Order shall affect the right of a Party to  
13 disclose or to use any of its own CONFIDENTIAL INFORMATION as it desires.

14 23. Nothing contained in this Order shall affect the right of a Party to  
15 disclose any CONFIDENTIAL INFORMATION to the author or addressees of any  
16 document containing such information.

17 24. The provisions of this Order shall not apply to, and any Party may  
18 seek to remove the designation as “CONFIDENTIAL” or “HIGHLY  
19 CONFIDENTIAL” of any information (a) available to the public at the time of its  
20 production hereunder, (b) available to the public after the time of its production  
21 through no act, or failure to act, by the Receiving Party, its counsel,  
22 representatives, experts, or consultants, or (c) obtained from a non-party having the  
23 right to disclose the information. The Receiving Party shall have the burden of  
24 proving that the information should not be designated as “CONFIDENTIAL” or  
25 “HIGHLY CONFIDENTIAL” on the grounds set forth in this paragraph.

26 **L. Unauthorized Disclosure of Confidential Information**

27 25. If a Receiving Party learns that, by inadvertence or otherwise, it has  
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1 disclosed CONFIDENTIAL INFORMATION to any person or in any circumstance  
2 not authorized under this Order, the Receiving Party must immediately (a) use its  
3 best efforts to retrieve all copies of the CONFIDENTIAL INFORMATION, (b)  
4 inform the person or persons to whom unauthorized disclosures were made of all  
5 the terms of this Order, and (c) request that such person or persons execute the  
6 “Non-Disclosure Agreement” (Exhibit A).

7 **M. Final Disposition of Action**

8 26. After the final disposition of this Action, including appeals, any Party  
9 may serve written notice on the other Parties demanding that counsel of record for  
10 each Party promptly destroy, or see to the destruction of, all CONFIDENTIAL  
11 INFORMATION and all writings related thereto that are not in the custody of the  
12 Court, and certify to the Designating Party that such destruction has been done. As  
13 an exception to the above, counsel of record may retain a file copy of any pleadings  
14 or other documents filed with the Court, written discovery responses, and  
15 transcripts of depositions and trial testimony, together with all exhibits thereto.  
16 Counsel for the Parties may also retain copies of their work product that  
17 incorporates, describes, or refers to CONFIDENTIAL INFORMATION. The  
18 copies of these retained documents shall be treated as “HIGHLY  
19 CONFIDENTIAL.”

20 **N. Survival of Terms**

21 27. Absent written modification hereof by the Parties hereto or further  
22 order of the Court, the provisions of this Order that restrict the disclosure and use  
23 of CONFIDENTIAL INFORMATION shall survive the final disposition of this  
24 Action and shall continue to be binding on all persons subject to the terms of this  
25 Order.

26 **O. Violation of Order**

27 28. In the event anyone shall violate or threaten to violate any term of this  
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1 Order, the Parties agree that the aggrieved Party may immediately apply to obtain  
2 injunctive relief against any such person violating or threatening to violate any of  
3 the terms of this Order and, in the event the aggrieved party shall do so, the  
4 respondent person subject to the provisions of this Order shall not employ as a  
5 defense thereto the claim that the aggrieved Party possesses an adequate remedy of  
6 law. The Parties and any other person subject to the terms of this Order agree that  
7 this Court has jurisdiction over such person or party for the purpose of enforcing  
8 this Order. In the event that any CONFIDENTIAL INFORMATION is disclosed  
9 by a Receiving Party in violation of this Order, the CONFIDENTIAL  
10 INFORMATION shall not lose its status as CONFIDENTIAL INFORMATION  
11 through such disclosure, and the Parties shall take all steps reasonably required to  
12 assure its continued confidentiality.

13 **P. Subpoena in Another Action**

14 29. A Receiving Party that is served with a subpoena or other compulsory  
15 process seeking the production of CONFIDENTIAL INFORMATION shall  
16 promptly, and before producing such materials, notify the requesting party of this  
17 Order, and notify counsel for the Designating Party of the receipt of such  
18 compulsory process and provide counsel for the Designating Party with copies of  
19 that process. Nothing in this Order, however, shall be construed as authorizing a  
20 Party to disobey a lawful subpoena issued in connection with another action or  
21 proceeding.

22 **Q. Right to Assert Other Objections**

23 30. By stipulating to the entry of this Order no Party waives any right it  
24 otherwise would have to object to disclosing or producing any information or item  
25 on any ground not addressed in this Order. Similarly, no Party waives any right to  
26 object on any ground to use in evidence of any of the material covered by this  
27 Order. Nothing herein affects, in any way, the admissibility of any document,  
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1 testimony, or other evidence at trial or restricts the use of information obtained  
2 from investigations, interviews or sources other than via the discovery process or  
3 voluntary disclosure of information by any Party conducted under the terms of this  
4 Order.

5 **R. Use of Confidential Information at Trial**

6 31. The Court will determine, in its sole discretion, how documents  
7 designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL will be treated  
8 during the trial of this Action. The Parties agree to request, prior to trial, that the  
9 Court make an appropriate order to maintain the confidentiality of  
10 CONFIDENTIAL INFORMATION during the course of the trial to the extent  
11 practicable.

12 **S. Modification of Order**

13 32. Nothing herein shall preclude any Party upon proper notice to all other  
14 Parties from applying to the Court for any modification of this Order, for relief  
15 from the restrictions contained in this Order, or for further or additional protective  
16 orders.

17 **THE FOREGOING IS STIPULATED AND AGREED TO BY:**

18 Dated: November 11, 2015

LECLAIRRYAN LLP

21 By: /s/Kevin T. Collins

Kevin T. Collins  
Brian C. Vanderhoof

23 Attorneys for Defendants and Cross-  
24 Complainants GREGORY SANDERS,  
25 CATHY SANDERS, erroneously sued  
26 as KATHY SANDERS, and CAR  
27 REGISTRATION, INC. erroneously  
sued as EZTAGS, INC.

28 Dated: November 11, 2015

Law Offices of Matthew V. Brady

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By: /s/ Matthew V. Brady(as authorized on 11/11/15)  
Matthew V. Brady

Attorneys for Plaintiff Cartagz, Inc. a  
California Corporation

**ORDER**

Pursuant to stipulation and good cause having been found, **IT IS SO  
ORDERED.**

Dated: November 20, 2015

  
\_\_\_\_\_  
ALLISON CLAIRE  
UNITED STATES MAGISTRATE JUDGE



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**EXHIBIT A**  
**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, state that:

1. My address is \_\_\_\_\_.

2. My current employer is \_\_\_\_\_.

3. My present occupation or job title is \_\_\_\_\_.

4. I have received a copy of the Protective Order Re Confidentiality entered in the case of *Cartagz, Inc., v. Gregory Sanders, et al.*, United States District Court for the Eastern District of California Case No. CV 2:15-cv-01918-MCE-AC.

5. I have read and understand the Protective Order Re Confidentiality. I hereby agree to comply with all of the terms of the Protective Order, including holding in confidence and not disclosing to any unqualified person all documents, things, or information designated "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL," or "CONFIDENTIAL – ATTORNEYS' EYES ONLY."

6. I hereby consent to the jurisdiction of the United States District Court for the Eastern District of California for the purposes of enforcing the Protective Order Re Confidentiality and this agreement to be bound thereby.

Dated: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME