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2 UNITED STATES DISTRICT COURT  
3 EASTERN DISTRICT OF CALIFORNIA

4 PHH MORTGAGE CORPORATION,

5 Plaintiff,

6 vs.

7 BARRETT, DAFFIN, FRAPPIER, TREDER &  
8 WEISS, LLP and its constituent partners,  
9 ROBERT E. WEISS, CRIS A. KLINGERMAN,  
10 EDWARD A. TREDER, BRIAN ENGEL,  
11 JAMES C. FRAPPIER and STEVE P.  
12 TURNER,

13 Defendants.

Case No. 2:16-cv-00832-KJM-EFB

**STIPULATED PROTECTIVE ORDER**

**Judge: Honorable Kimberly J. Mueller**

Complaint  
Filed: October 12, 2015

13 1. PURPOSES AND LIMITATIONS

14 Disclosure and discovery activity in this action are likely to involve production of  
15 confidential, proprietary, or private information for which special protection from public disclosure  
16 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
17 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order.  
18 The parties acknowledge that this Order does not confer blanket protections on all disclosures or  
19 responses to discovery and that the protection it affords from public disclosure and use extends only  
20 to the limited information or items that are entitled to confidential treatment under the applicable  
21 legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this  
22 Stipulated Protective Order does not entitle them to file confidential information under seal; Civil  
23 Local Rule 141 sets forth the procedures that must be followed and the standards that will be applied  
24 when a party seeks permission from the court to file material under seal.

25 2. DEFINITIONS

26 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
27 information or items under this Order.  
28

1           2.2     “CONFIDENTIAL” Information or Items: information (regardless of how it is  
2 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
3 Civil Procedure 26(c).

4           2.3     Counsel (without qualifier): Outside Counsel of Record (as well as their  
5 support staff).

6           2.4     Designating Party: a Party or Non-Party that designates information or items that it  
7 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

8           2.5     Disclosure or Discovery Material: all items or information, regardless of the medium  
9 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
10 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
11 discovery in this matter.

12           2.6     Expert: a person with specialized knowledge or experience in a matter pertinent to  
13 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
14 consultant in this action.

15           2.7     Non-Party: any natural person, partnership, corporation, association, or other legal  
16 entity not named as a Party to this action.

17           2.8     Outside Counsel of Record: attorneys who are not employees of a party to this action  
18 but are retained to represent or advise a party to this action and have appeared in this action on behalf  
19 of that party or are affiliated with a law firm which has appeared on behalf of that party.

20           2.9     Party: any party to this action, including all of its officers, directors, employees,  
21 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

22           2.10    Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
23 Material in this action.

24           2.11    Professional Vendors: persons or entities that provide litigation support services (e.g.,  
25 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,  
26 or retrieving data in any form or medium) and their employees and subcontractors.  
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1           2.12 Protected Material: any Disclosure or Discovery Material that is designated as  
2 “CONFIDENTIAL.”

3           2.13 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
4 Producing Party.

5  
6 3. SCOPE

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

11           However, the protections conferred by this Stipulation and Order do not cover the following  
12 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
13 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
14 publication not involving a violation of this Order, including becoming part of the public record  
15 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
16 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
17 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
18 Protected Material at trial shall be governed by a separate agreement or order.

19 4. DURATION

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

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1           5.       DESIGNATING PROTECTED MATERIAL

2           5.1       Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
3 Non-Party that designates information or items for protection under this Order must take care to limit  
4 any such designation to specific material that qualifies under the appropriate standards. The  
5 Designating Party must designate for protection only those parts of material, documents, items, or  
6 oral or written communications that qualify - so that other portions of the material, documents, items,  
7 or communications for which protection is not warranted are not swept unjustifiably within the ambit  
8 of this Order.  
9

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

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

17           5.2       Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
18 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
19 Discovery Material that qualifies for protection under this Order must be clearly so designated before  
20 the material is disclosed or produced.

21           Designation in conformity with this Order requires:

22           (a) for information in documentary form (e.g., paper or electronic documents, but excluding  
23 transcripts of depositions or other pretrial or trial proceedings), by (1) describing them with sufficient  
24 specification to make these designations clear, including by description of the Documents or  
25 description of the range of document production numbers stamped or placed on the Documents, or  
26 (2) affixing the legend of "CONFIDENTIAL" to each page that contains protected material. If only  
27 a portion or portions of the material on a page qualifies for protection, the Producing Party also must  
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1 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A  
2 Party or Non-Party that makes original documents or materials available for inspection need not  
3 designate them for protection until after the inspecting Party has indicated which material it would  
4 like copied and produced. During the inspection and before the designation, all of the material made  
5 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
6 identified the documents it wants copied and produced, the Producing Party must determine which  
7 documents, or portions thereof, qualify for protection under this Order. Then, before producing the  
8 specified documents, the Producing Party must (1) describe them with sufficient specification to  
9 make these designations clear, including by description of the Documents or description of the range  
10 of document production numbers stamped or placed on the Documents, or (2) affix the legend of  
11 “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of  
12 the material on a page qualifies for protection, the Producing Party also must clearly identify the  
13 protected portion(s) (e.g., by making appropriate markings in the margins).  
14

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

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

### 23 5.3 Inadvertent Failures to Designate.

24 (a) If timely corrected, an inadvertent failure to designate qualified information or items does  
25 not, standing alone, waive the Designating Party’s right to secure protection under this Order for such  
26 material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts  
27 to assure that the material is treated in accordance with the provisions of this Order.  
28

1 (b) When a Producing Party gives notice to Receiving Parties that certain inadvertently  
2 produced material is subject to a claim of privilege or other protection, the obligations of the  
3 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is  
4 not intended to modify whatever procedure may be established in an e-discovery order that provides  
5 for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),  
6 Disclosure in the course of discovery of any Document or information (whether designated as  
7 confidential or not) shall not be deemed to waive whatever privilege or immunity from discovery  
8 might otherwise attach to the Document or information produced, including without limitation the  
9 attorney-client privilege, the work product doctrine, the deliberative process privilege, the common  
10 interest privilege or the joint defense privilege. If any Party receives any information that is either (i)  
11 subject to a good faith claim of privilege or (ii) upon reasonable review appear to be subject to a  
12 legally recognized privilege, the person receiving such Documents or information shall provide  
13 immediate notice to the Producing Party or Non-Party of that fact, shall not review the apparently  
14 privileged information, and shall return any materials containing the apparently privileged  
15 information, as well as delete or destroy any copies of such materials. If a Producing Party or Non-  
16 Party, promptly after discovery, notifies a Receiving Party that it inadvertently produced or provided  
17 access to information that is subject to a good faith claim of privilege, upon such notice, the  
18 Receiving Party shall not review the apparently privileged information, and shall return any materials  
19 containing the apparently privileged information, as well as delete or destroy any copies of such  
20 materials.  
21

22 (c) Return of Documents; Presentation to Court. The return to the Producing Party or Non-  
23 Party of any Documents claimed to be privileged shall not constitute an acknowledgment that the  
24 claimed Documents or information is in fact privileged or entitled to protections or immunity. The  
25 Receiving Party may promptly present the information to the Court under seal for **seek a**  
26 **determination by the court regarding** the Producing Party's claim that the Documents or information  
27 is privileged or entitled to protections or immunity and retain a copy of the Document for this limited  
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1 purpose until the Court resolves the claim of privilege. The Producing Party must preserve the  
2 information until the claim is resolved.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
5 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
6 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
7 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
8 confidentiality designation by electing not to mount a challenge promptly after the original  
9 designation is disclosed.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
11 by providing written notice of each designation it is challenging and describing the basis for each  
12 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
13 recite that the challenge to confidentiality is being made in accordance with this specific paragraph of  
14 the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
15 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
16 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
17 Party must explain the basis for its belief that the confidentiality designation was not proper and must  
18 give the Designating Party an opportunity to review the designated material, to reconsider the  
19 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
20 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
21 has engaged in this meet and confer process first or establishes that the Designating Party is  
22 unwilling to participate in the meet and confer process in a timely manner.

23 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
24 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil  
25 Local Rule 141 within 21 days of the initial notice of challenge or within 14 days of the parties  
26 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each  
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1 such motion must be accompanied by a competent declaration affirming that the movant has  
2 complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the  
3 Designating Party to make such a motion including the required declaration within 21 days (or 14  
4 days, if applicable) shall automatically waive the confidentiality designation for each challenged  
5 designation. In addition, the Challenging Party may file a motion challenging a confidentiality  
6 designation at any time if there is good cause for doing so, including a challenge to the designation of  
7 a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must  
8 be accompanied by a competent declaration affirming that the movant has complied with the meet  
9 and confer requirements imposed by the preceding paragraph.  
10

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

## 18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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



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

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

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

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

14           (d) the court and its personnel;

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

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

24           (g) the author or recipient of a document containing the information or a custodian or other  
25 person who otherwise possessed or knew the information.  
26  
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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that compels  
4 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party  
5 must:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
16 seek its modification by the court in the future.

17  
18 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
19 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, no  
21 Party waives any right to object on any ground to use in evidence of any of the material covered by  
22 this Protective Order.

23 12.3 Filing Protected Material. Without written permission from the Designating Party or  
24 a court order secured after appropriate notice to all interested persons, a Party may not file in the  
25 public record in this action any Protected Material. A Party that seeks to file under seal any  
26 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed  
27 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.  
28

1 Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing that the  
2 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to  
3 protection under the law.

4 13. FINAL DISPOSITION

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

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21 Dated: August 22, 2013

KIEVE LAW OFFICES

22 By: /s/ Loren Kieve

23 LOREN KIEVE

24 Attorneys for Plaintiff

25 PHH MORTGAGE CORPORATION

1 Dated: August 22, 2013

HANSEN, KOHLS, SOMMER & JACOB, LLP

2  
3 By: /s/ Bret N. Batchman  
4 DANIEL V. KOHLS  
5 BRET N. BATCHMAN  
6 Attorneys for Defendant BARRETT DAFFIN  
FRAPPIER TREDER & WEISS, LLP

7 PURSUANT TO STIPULATION, IT IS SO ORDERED.  
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9  
10 DATED: August 26, 2016



11 HON. EDMUND F. BRENNAN  
12 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States District Court for the  
6 Eastern District of California on [date] in the case of \_\_\_\_\_ PHH Mortgage Corporation v.  
7 Barrett, Daffin, Frappier, Treder & Weiss, LLP et al., E.D. Cal., Case No. 2:16-cv-00832-KJM-EFB.  
8 I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I  
9 understand and acknowledge that failure to so comply could expose me to sanctions and punishment  
10 in the nature of contempt. I solemnly promise that I will not disclose in any manner any information  
11 or item that is subject to this Stipulated Protective Order to any person or entity except in strict  
12 compliance with the provisions of this Order.  
13  
14

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

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and telephone number] as  
20 my California agent for service of process in connection with this action or any proceedings related  
21 to enforcement of this Stipulated Protective Order.  
22

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_  
27  
28