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9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

11 BDC LODI III, L.P., a California limited
12 partnership,

13 Plaintiff,

14 v.

15 GAMESTOP, INC., a Minnesota
16 corporation,

17 Defendant.

Case No. 2:16-cv-02373-KJM-CKD

DISCOVERY MATTER

STIPULATED PROTECTIVE ORDER

Hon. Carolyn K. Delaney

Pretrial Conference: April 6, 2018
Trial Date: May 21, 2018

18 GAMESTOP, INC.,

19 Counterclaimant,

20 v.

21 BDC LODI III, L.P.,

22 Counterdefendant.
23

24 1. A. PURPOSES AND LIMITATIONS

25 As the parties have represented that discovery in this action is likely to
26 involve production of confidential, proprietary, or private information for which
27 special protection from public disclosure and from use for any purpose other than
28 prosecuting, defending or settling this litigation may be warranted, this Court enters

1 the following Protective Order (“Order”). This Order does not confer blanket
2 protections on all disclosures or responses to discovery. The protections of this
3 Order extend only to the limited information or items that are entitled to confidential
4 treatment under the applicable legal principles. Further, including confidential
5 information in any papers to be filed with the Court does not entitle the parties to
6 file confidential information under seal. Rather, the parties must seek permission
7 from the Court to file material under seal in accordance with Local Rule 141 and
8 any pertinent orders of the assigned District Judge and Magistrate Judge.

9 **B. GOOD CAUSE STATEMENT**

10 In light of the nature of the claims and allegations in this case and the
11 parties’ representations that discovery in this case will involve the production of
12 confidential material, and in order to expedite the flow of information, to facilitate
13 the prompt resolution of disputes over confidentiality of discovery materials, to
14 adequately protect information the parties are entitled to keep confidential, to ensure
15 that the parties are permitted reasonably necessary uses of such material in
16 connection with this action, to address their handling of such material at the end of
17 the litigation, and to serve the ends of justice, a protective order for such information
18 is justified in this matter. The parties shall not designate any information or
19 documents as confidential without a good faith belief that such information or
20 documents have been maintained in a confidential, non-public manner, and that
21 there is good cause or a compelling reason why it should not be part of the public
22 record of this case.

23 **2. DEFINITIONS**

24 2.1 Action: The action titled *BDC LODI III L.P. v. GAMESTOP,*
25 *INC.*, Case No. 2:16-cv-02373-KJM-CKD.

26 2.2 Challenging Party: a Party or Non-Party that challenges the
27 designation of information or items under this Order.
28

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

5 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
6 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,
7 the disclosure of which to another Party or Non-Party would create a substantial risk
8 of serious harm that could not be avoided by less restrictive means.

9 2.5 Counsel: attorneys retained to represent a party to this Action and
10 are designated counsel of record, as well as their support staff.

11 2.6 House Counsel: attorneys who are employees of a Party.

12 2.7 Designating Party: a Party or Non-Party that designates
13 information or items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY.”

16 2.8 Disclosure or Discovery Material: all items or information,
17 regardless of the medium or manner in which it is generated, stored, or maintained
18 (including, among other things, testimony, transcripts, and tangible things), that are
19 produced or generated in disclosures or responses to discovery in this matter.

20 2.9 Expert: a person with specialized knowledge or experience in a
21 matter pertinent to the litigation who has been retained by a Party or its Counsel to
22 serve as an expert witness or as a consultant in this Action.

23 2.10 Party: any party to this Action, including all of its officers,
24 directors, employees, consultants, retained experts, and Counsel.

25 2.11 Non-Party: any natural person, partnership, corporation,
26 association, or other legal entity not named as a Party to this action.

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure
28 or Discovery Material in this Action.

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

5 2.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

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

10 3. SCOPE

11 The protections conferred by this Order cover not only Protected
12 Material but also (1) any information copied or extracted from Protected Material;
13 (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)
14 any deposition testimony, conversations, or presentations by Parties or their Counsel
15 that might reveal Protected Material, other than during a court hearing or at trial.

16 Any use of Protected Material during a Court hearing or at trial shall be
17 governed by the Orders of the presiding judge. This Order does not govern the use
18 of Protected Material during a Court hearing or trial.

19 4. DURATION

20 The confidentiality obligations imposed by this Order shall remain in
21 effect, even after final disposition of this litigation, until a Designating party agrees
22 otherwise in writing or a Court Order otherwise directs. Final disposition shall be
23 deemed to be the later of (1) dismissal of all claims in this Action with prejudice; or
24 (2) final judgment herein after the completion and exhaustion of all appeals,
25 rehearings, remands, trials, or reviews of this Action, including the time limits for
26 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 Limitations: Each Party or Non-Party that designates information
3 or items for protection under this Order must limit any such designation to specific
4 material that qualifies under the appropriate standards, and designate only those
5 parts of material, documents, items, or oral or written communications that qualify
6 so that other portions of the material, documents, items, or communications for
7 which protection is not warranted are not swept unjustifiably within the ambit of this
8 Order.

9 Mass, indiscriminate, or routinized designations are prohibited.
10 Designations that are shown to be clearly unjustified or that have been made for an
11 improper purpose (including but not limited to unnecessarily encumbering the case
12 development process, or imposing unnecessary expenses and burdens on other
13 parties) may expose the Designating Party to sanctions.

14 If it comes to the attention of a Designating Party that information or
15 items that it designated for protection do not qualify for protection, the Designating
16 Party must promptly notify all other Parties and Non-Parties that it is withdrawing
17 the inapplicable designation, with specificity.

18 5.2 Manner and Timing of Designations: Except as otherwise provided
19 in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery
20 Material that qualifies for protection under this Order must be clearly so designated
21 before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic
24 documents, but excluding transcripts of depositions), that the Producing Party affix
25 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
26 EYES ONLY” to each page that contains Protected Material. If only a portion of the
27 information on a page qualifies for protection, the Producing Party must clearly
28 identify the protected portion by making appropriate markings in the margins, and

1 must specify, for each portion, the level of protection being asserted (either
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY”).

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

17 (b) for testimony given in deposition, that the Designating Party
18 identifies on the record, before the close of the deposition, that the testimony be
19 separately marked by the Court Reporter as Protected Material. When it appears
20 that substantial portions of the testimony may qualify for protection, but it is
21 impractical to identify separately each portion of testimony that is entitled to
22 protection without unnecessarily delaying the deposition, the Party or Non-Party
23 that sponsors, offers, or gives the testimony may invoke on the record (before the
24 deposition concluded) a right to have an opportunity to review a rough draft of the
25 transcript, at the expense of the requesting party, and within 10 days after receipt of
26 the rough draft transcript, to identify the specific portions of the testimony as to
27 which protection is sought and to specify the level of protection being asserted
28 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

1 ONLY”), and to advise all other parties of the protection being sought. Only those
2 portions of the testimony that are appropriately designated for protection within the
3 10 days shall be covered by the provisions of this Order. It shall be the obligation of
4 the Party seeking protection under this Order to ensure, at the expense of the party
5 designating protection, that in preparing the certified transcript the court reporter
6 separately binds the pages containing Protected Material, and affixes to the top of
7 each such page the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY,” as instructed by the Party or Non-Party offering or
9 sponsoring the witness or presenting the testimony; and

10 (c) for information produced in a form other than documentary
11 and for any other tangible items, that the Producing Party affix in a prominent place
12 on the exterior of the container or containers in which the information is stored the
13 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY.” If only a portion or portions of the information warrants protection,
15 the Producing Party, to the extent practicable, shall identify the protected portion(s).

16 5.3 Inadvertent Failures to Designate: If timely corrected, an
17 inadvertent failure to designate qualified information or items does not, standing
18 alone, waive the Designating Party’s right to secure protection under this Order for
19 such material. Upon timely correction of a designation, the Receiving Party must
20 make reasonable efforts to assure that the material is treated in accordance with the
21 provisions of this Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges: Any Party or Non-Party may challenge a
24 designation of confidentiality at any time that is consistent with the Court’s Civil
25 Trial Order.

26 6.2 Meet and Confer: A Party or Non-Party that elects to initiate a
27 challenge to a Designating Party’s confidentiality designation must do so in good
28 faith and must begin the process by conferring directly (in voice to voice dialogue;

1 other forms of communication are not sufficient) with counsel for the Designating
2 Party. In conferring, the challenging Party or Non-Party must explain the basis for
3 its belief that the confidentiality designation was not proper and must give the
4 Designating Party an opportunity to review the designated material, to reconsider
5 the circumstances, and, if no change in designation is offered, to explain the basis
6 for the chosen designation. A challenging Party or Non-Party may proceed to the
7 next stage of the challenge process only if it has engaged in this meet and confer
8 process first.

9 6.2 Judicial Intervention: A Party or Non-Party that elects to press a
10 challenge to a confidentiality designation after considering the justification offered
11 by the Designating Party may file and serve a motion under Local Rule 251 *et seq.*
12 (and in compliance with Civil Local Rule 141, if applicable) that identifies the
13 challenged material and sets forth in detail the basis for the challenge. Each such
14 motion must be accompanied by a competent declaration that affirms that the
15 movant has complied with the meet and confer requirements imposed in the
16 preceding paragraph and that sets forth with specificity the justification for the
17 confidentiality designation that was given by the Designating Party in the meet and
18 confer dialogue.

19 6.3 Burden: The burden of persuasion in any proceeding to challenge a
20 designation of confidentiality shall be on the Designating Party. Frivolous
21 challenges or those made for an improper purpose, such as to harass or impose
22 unnecessary expenses and burdens on other parties, may expose the Challenging
23 Party to sanctions. Unless the Designating Party has waived or withdrawn the
24 confidentiality designation, all Parties and Non-Parties shall continue to afford the
25 material in question the level of protection to which it is entitled under the
26 Producing Party's designation until the Court rules on the 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
3 that is disclosed or produced by another Party or Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. Upon final disposition of the Action, a Receiving
7 Party must comply with the provisions of Section 12 below. Protected Material
8 must be stored and maintained by a Receiving Party at a location and in a secure
9 manner that ensures that access is limited to the persons authorized under this Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items: Unless
11 otherwise Ordered by the Court or permitted in writing by the Designating Party, a
12 Receiving Party may disclose information or items designated “CONFIDENTIAL”
13 only to:

14 (a) Receiving Party’s Counsel, as well as employees of said
15 Counsel, to whom disclosure is reasonably necessary for this Action;

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

18 (c) Receiving Party’s Experts to whom disclosure is reasonably
19 necessary for this Action and who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A);

21 (d) the Court and its personnel;

22 (e) private court reporters and their staff to whom disclosure is
23 reasonably necessary for this Action and who have signed the “Acknowledgment
24 and Agreement to Be Bound” (Exhibit A);

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

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

3 (h) during their depositions, witnesses and their attorneys to whom
4 disclosure is reasonably necessary for this Action, provided that:

5 (1) the witnesses and their attorneys sign the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and

7 (2) the witnesses and their attorneys will not be
8 permitted to keep any confidential information, unless otherwise agreed by the
9 Designating Party or ordered by the Court. Pages of transcribed deposition
10 testimony or exhibits to depositions that reveal Protected Material may be separately
11 bound by the court reporter, as requested under Section 5.2(b), and may not be
12 disclosed to anyone except as permitted under this Protective Order; and

13 (i) any mediator or settlement officer, and their supporting
14 personnel, mutually agreed upon by any of the parties engaged in settlement
15 discussions, and who have signed the “Acknowledgment and Agreement to Be
16 Bound” (Exhibit A).

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY” Information or Items: Unless otherwise ordered by the Court or
19 permitted in writing by the Designating party, a Receiving Party may disclose
20 information or items designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
21 EYES ONLY” only to:

22 (a) Receiving Party’s Counsel, as well as employees of said
23 Counsel, to whom disclosure is reasonably necessary for this Action;

24 (b) Receiving Party’s Experts to whom disclosure is reasonably
25 necessary for this Action and who have signed the “Acknowledgment and
26 Agreement to Be Bound” (Exhibit A);

27 (c) the Court and its personnel;
28

1 (d) private court reporters and their staff to whom disclosure is
2 reasonably necessary for this Action and who have signed the “Acknowledgment
3 and Agreement to Be Bound” (Exhibit A);

4 (e) professional jury or trial consultants, mock jurors, and
5 Professional Vendors to whom disclosure is reasonably necessary for this Action
6 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
7 A);

8 (f) the author or recipient of the information or items or a
9 custodian or other person who otherwise possessed or knew the information;

10 (g) any mediator or settlement officer, and their supporting
11 personnel, mutually agreed upon by any of the parties engaged in settlement
12 discussions and who have signed the “Acknowledgment and Agreement to Be
13 Bound” (Exhibit A).

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
15 PRODUCED IN OTHER LITIGATION

16 If a Party is served with a subpoena or a Court Order issued in other
17 litigation that compels disclosure of any information or items designated in this
18 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY,” that Party must:

20 (a) promptly notify the Designating Party, in writing (by fax or
21 email, if possible) immediately and in no event more than three court days after
22 receiving the subpoena or order. Such notification shall include a copy of the
23 subpoena or court order unless prohibited by law;

24 (b) promptly notify in writing the party who caused the subpoena
25 or Order to issue in the other litigation that some or all of the material covered by
26 the subpoena or Order is subject to this Protective Order. Such notification shall
27 include a copy of this Protective Order; and
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1 (c) cooperate with the Designating Party whose Protected Material
2 may be affected in pursuing all reasonable procedures related to the subpoena or
3 Court Order.

4 If the Designating Party timely seeks a protective order, the Party
5 served with the subpoena or Court Order shall not produce any information
6 designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY” before a determination by the Court from which the
8 subpoena or Order issued, unless the Party has obtained Designating Party’s
9 permission, or unless otherwise required by the law or Court Order. The
10 Designating Party shall bear the burden and expense of seeking protection in that
11 Court of its confidential material and nothing in these provisions should be
12 construed as authorizing or encouraging a Receiving Party in this action to disobey a
13 lawful directive from another Court.

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

16 (a) The terms of this Order are applicable to information produced by
17 a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
19 Non-Parties in connection with this litigation is protected by the remedies and relief
20 provided by this Order. Nothing in these provisions should be construed as
21 prohibiting a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request,
23 to produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s
25 confidential information, then the Party shall:

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

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

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

6 (c) If a Non-Party represented by counsel fails to commence the
7 process called for by Local Rule 251 within fourteen (14) days of receiving the
8 notice and accompanying information or fails contemporaneously to notify the
9 Receiving Party that it has done so, the Receiving Party may produce the Non-
10 Party's confidential information responsive to the discovery request. If an
11 unrepresented Non-Party fails to seek a protective order from this court within
12 fourteen (14) days of receiving the notice and accompanying information, the
13 Receiving Party may produce the Non-Party's confidential information responsive
14 to the discovery request. If the Non-Party timely seeks a protective order, the
15 Receiving Party shall not produce any information in its possession or control that is
16 subject to the confidentiality agreement with the Non-Party before a determination
17 by the Court, unless otherwise required by the law or Court order. Absent a Court
18 order to the contrary, the Non-Party shall bear the burden and expense of seeking
19 protection in this Court of its Protected Material.

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED
21 MATERIAL

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

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

12 11. MISCELLANEOUS

13 11.1 Right to Further Relief: Nothing in this Order abridges the right
14 of any Party to seek its modification by the Court in the future.

15 11.2 Right to Assert Other Objections: No Party waives any right it
16 otherwise would have to object to disclosing or producing any information or item
17 on any ground not addressed in this Protective Order, and no Party waives any right
18 to object on any ground to the use in evidence of any of the material covered by this
19 Protective Order.

20 11.3 Filing Protected Material: A Party that seeks to file any papers
21 with the Court that contain any Protected Material must seek permission from the
22 Court to file the Protected Material under seal in compliance with Local Rule 141 *et*
23 *seq.* and any pertinent Orders of the District Judge and Magistrate Judge. Protected
24 Material may only be filed under seal pursuant to a Court Order authorizing the
25 sealing of the specific Protected Material at issue. If a Party’s request to file
26 Protected Material under seal is denied by the Court, then the Receiving Party may
27 file the information in the public record unless otherwise instructed by the Court.
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1 12. FINAL DISPOSITION

2 Within 60 days after the final disposition of this Action, as defined in
3 Section 4, each Receiving Party must return all Protected Material to the Producing
4 Party or destroy such material. As used in this subdivision, “all Protected Material”
5 includes all copies, abstracts, compilations, summaries, and any other format
6 reproducing or capturing any of the Protected Material, except that Counsel may
7 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
8 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
9 reports, attorney work product, and consultant and expert work product, even if such
10 materials contain Protected Material. Any such archival copies that contain or
11 constitute Protected Material remain subject to this Protective Order as set forth in
12 Section 4.

13 Whether the Protected Material is returned or destroyed, the Receiving
14 Party must submit a written certification to the Producing Party (and, if not the same
15 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
16 (by category, where appropriate) all the Protected Material that was returned or
17 destroyed, and (2) affirms that the Receiving Party has not retained any copies,
18 abstracts, compilations, summaries, or any other format reproducing or capturing
19 any of the Protected Material.

20 13. Any violation of this Order may be punished by any and all
21 appropriate measures including, without limitation, contempt proceedings and/or
22 monetary sanctions.

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, declare under penalty of perjury under the laws of the United States of America and the State of California that I have read in its entirety and understand the terms of the Protective Order issued by the United States District Court for the Eastern District of California on _____ in the action titled *BDC LODI III L.P. v. GAMESTOP, INC.*, Case No. 2:16-cv-02373-KJM-CKD. I agree to comply with and to be bound by all the terms of the Protective Order and I understand and acknowledge that my 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 Protective Order to any person or entity except in strict compliance with the provisions of the Protective Order.

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

Dated: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

Address: _____