

CARLSON & MESSER LLP

David J. Kaminski (SBN 128509)

kaminskid@cmtlaw.com

Stephen A. Watkins (SBN 205175)

watkinss@cmtlaw.com

9841 Airport Blvd, #1200

Los Angeles, CA 90045

Telephone: (310) 242-2200

Facsimile: (310) 242-2222

Attorneys for Defendant,

CREDIT ONE BANK, N.A., ERRONEOUSLY

SUED AND SERVED AS CREDIT ONE FINANCIAL

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION**

Rhonda Hiemstra,

Plaintiff,

v.

Credit One Financial, a Nevada
Corporation d/b/a Credit One Bank,
N.A.; DOES 1-10

Defendants.

Case No. 2:16-cv-02437-JAM-EFB

**STIPULATED PROTECTIVE
ORDER**

Defendant CREDIT ONE BANK, N.A., ERRONEOUSLY SUED AND
SERVED AS CREDIT ONE FINANCIAL., erroneously sued and served as
PERFORMANT FINANCIAL CORPORATION ("Defendant") and RHONDA
HIEMSTRA ("Plaintiff"), through their respective counsel, hereby file this
Stipulated Protective Order as set forth below.

{00066816;1}

1
2 1. PURPOSES AND LIMITATIONS

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

23 2. DEFINITIONS

24
25 2.1 Challenging Party: a Party or Non-Party that challenges the
26 designation of information or items under this Order.
27
28

{00066816;1}

1 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c).
4

5 2.3 Counsel (without qualifier): Outside Counsel of Record and House
6 Counsel (as well as their support staff).
7

8 2.4 Designating Party: a Party or Non-Party that designates information
9 or items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL.”
11

12 2.5 Disclosure or Discovery Material: all items or information, regardless
13 of the medium or manner in which it is generated, stored, or maintained
14 (including, among other things, testimony, transcripts, and tangible things), that
15 are produced or generated in disclosures or responses to discovery in this matter.
16

17 2.6 Expert: a person with specialized knowledge or experience in a
18 matter pertinent to the litigation who has been retained by a Party or its counsel to
19 serve as an expert witness or as a consultant in this action.
20

21 2.7 House Counsel: attorneys who are employees of a party to this action.
22 House Counsel does not include Outside Counsel of Record or any other outside
23 counsel.
24

25 2.8 Non-Party: any natural person, partnership, corporation, association,
26 or other legal entity not named as a Party to this action.
27
28

1 2.9 Outside Counsel of Record: attorneys who are not employees of a
2 party to this action but are retained to represent or advise a party to this action and
3 have appeared in this action on behalf of that party or are affiliated with a law firm
4 which has appeared on behalf of that party.
5

6 2.10 Party: any party to this action, including all of its officers, directors,
7 employees, consultants, retained experts, and Outside Counsel of Record (and
8 their support staffs).
9

10 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this action.
12

13 2.12 Professional Vendors: persons or entities that provide litigation
14 support services (e.g., photocopying, videotaping, translating, preparing exhibits
15 or demonstrations, and organizing, storing, or retrieving data in any form or
16 medium) and their employees and subcontractors.
17
18

19 2.13 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”
21

22 2.14 Receiving Party: a Party that receives Disclosure or Discovery
23 Material from a Producing Party.
24

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.
4

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

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order shall remain in effect 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 and defenses in this action,
24 with or without prejudice; and (2) final judgment herein after the completion and
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
26
27
28

{00066816;1}

1 including the time limits for filing any motions or applications for extension of
2 time pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under
7 this Order must take care to limit any such designation to specific material that
8 qualifies under the appropriate standards. The Designating Party must designate
9 for protection only those parts of material, documents, items, or oral or written
10 communications that qualify – so that other portions of the material, documents,
11 items, or communications for which protection is not warranted are not swept
12 unjustifiably within the ambit of this Order.
13
14
15

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (e.g., to unnecessarily encumber or delay the case development process or
19 to impose unnecessary expenses and burdens on other parties) expose the
20 Designating Party to sanctions.
21
22

23 If it comes to a Designating Party’s attention that information or items that it
24 designated for protection do not qualify for protection, that Designating Party
25 must promptly notify all other Parties that it is withdrawing the mistaken
26 designation.
27
28

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for
4 protection under this Order must be clearly so designated before the material is
5 disclosed or produced.
6

7 Designation in conformity with this Order requires:
8

9 (a) for information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to
12 each page that contains protected material. If only a portion or portions of the
13 material on a page qualifies for protection, the Producing Party also must clearly
14 identify the protected portion(s) (e.g., by making appropriate markings in the
15 margins).
16
17
18

19 A Party or Non-Party that makes original documents or materials available
20 for inspection need not designate them for protection until after the inspecting
21 Party has indicated which material it would like copied and produced. During the
22 inspection and before the designation, all of the material made available for
23 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
24 identified the documents it wants copied and produced, the Producing Party must
25 determine which documents, or portions thereof, qualify for protection under this
26
27
28

{00066816;1}

1 Order. Then, before producing the specified documents, the Producing Party must
2 affix the “CONFIDENTIAL” legend to each page that contains Protected
3 Material. If only a portion or portions of the material on a page qualifies for
4 protection, the Producing Party also must clearly identify the protected portion(s)
5 (e.g., by making appropriate markings in the margins).
6

7
8 (b) for testimony given in deposition or in other pretrial or trial proceedings,
9 that the Designating Party identify on the record, before the close of the
10 deposition, hearing, or other proceeding, all protected testimony.
11

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

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items does not, standing alone, waive
22 the Designating Party’s right to secure protection under this Order for such
23 material. Upon timely correction of a designation, the Receiving Party must make
24 reasonable efforts to assure that the material is treated in accordance with the
25 provisions of this Order.
26
27
28

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time. Unless a prompt challenge to a
4 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
5 substantial unfairness, unnecessary economic burdens, or a significant disruption
6 or delay of the litigation, a Party does not waive its right to challenge a
7 confidentiality designation by electing not to mount a challenge promptly after the
8 original designation is disclosed.
9

10
11
12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
13 resolution process by providing written notice of each designation it is challenging
14 and describing the basis for each challenge. To avoid ambiguity as to whether a
15 challenge has been made, the written notice must recite that the challenge to
16 confidentiality is being made in accordance with this specific paragraph of the
17 Protective Order. The parties shall attempt to resolve each challenge in good faith
18 and must begin the process by conferring directly (in voice to voice dialogue;
19 other forms of communication are not sufficient) within 14 days of the date of
20 service of notice. In conferring, the Challenging Party must explain the basis for
21 its belief that the confidentiality designation was not proper and must give the
22 Designating Party an opportunity to review the designated material, to reconsider
23 the circumstances, and, if no change in designation is offered, to explain the basis
24
25
26
27
28

{00066816;1}

1 for the chosen designation. A Challenging Party may proceed to the next stage of
2 the challenge process only if it has engaged in this meet and confer process first or
3 establishes that the Designating Party is unwilling to participate in the meet and
4 confer process in a timely manner.
5

6 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
7 court intervention, the Designating Party shall file and serve a motion to retain
8 confidentiality under Civil Local Rule 251 (and in compliance with Civil Local
9 Rule 141, if applicable) within 21 days of the initial notice of challenge or within
10 14 days of the parties agreeing that the meet and confer process will not resolve
11 their dispute, whichever is earlier. Each such motion must be accompanied by a
12 competent declaration affirming that the movant has complied with the meet and
13 confer requirements imposed in the preceding paragraph. Failure by the
14 Designating Party to make such a motion including the required declaration within
15 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
16 designation for each challenged designation. In addition, the Challenging Party
17 may file a motion challenging a confidentiality designation at any time if there is
18 good cause for doing so, including a challenge to the designation of a deposition
19 transcript or any portions thereof. Any motion brought pursuant to this provision
20 must be accompanied by a competent declaration affirming that the movant has
21
22
23
24
25
26
27
28

{00066816;1}

1 complied with the meet and confer requirements imposed by the preceding
2 paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Unless the Designating Party has waived the confidentiality
5 designation by failing to file a motion to retain confidentiality as described above,
6 all parties shall continue to afford the material in question the level of protection
7 to which it is entitled under the Producing Party's designation until the court rules
8 on the challenge.
9
10

11
12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

22 Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a secure manner that ensures that access is limited to the persons
24 authorized under this Order.
25
26
27
28

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

5
6 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
7 as employees of said Outside Counsel of Record to whom it is reasonably
8 necessary to disclose the information for this litigation and who have signed the
9 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
10 A;
11

12
13 (b) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this litigation and
15 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
16 A);
17
18

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

23 (d) the court and its personnel;

24 (e) court reporters and their staff, professional jury or trial consultants,
25 mock jurors, and Professional Vendors to whom disclosure is reasonably
26
27
28

1 necessary for this litigation and who have signed the “Acknowledgment and
2 Agreement to Be Bound” (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
5 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
6 ordered by the court. Pages of transcribed deposition testimony or exhibits to
7 depositions that reveal Protected Material must be separately bound by the court
8 reporter and may not be disclosed to anyone except as permitted under this
9 Stipulated Protective Order.
10
11
12

13 (g) the author or recipient of a document containing the information or a
14 custodian or other person who otherwise possessed or knew the information.
15

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
17
18 PRODUCED IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this action as
21 “CONFIDENTIAL,” that Party must:
22

23 (a) promptly notify in writing the Designating Party. Such notification shall
24 include a copy of the subpoena or court order;
25

26 (b) promptly notify in writing the party who caused the subpoena or order to
27 issue in the other litigation that some or all of the material covered by the
28

1 subpoena or order is subject to this Protective Order. Such notification shall
2 include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected.
5

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

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

20 (a) The terms of this Order are applicable to information produced by a
21 Non-Party in this action and designated as “CONFIDENTIAL.” Such information
22 produced by Non-Parties in connection with this litigation is protected by the
23 remedies and relief provided by this Order. Nothing in these provisions should be
24 construed as prohibiting a Non-Party from seeking additional protections.
25
26
27
28

{00066816;1}

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

6 (1) promptly notify in writing the Requesting Party and the Non-Party that
7 some or all of the information requested is subject to a confidentiality agreement
8 with a Non-Party;
9

10 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
11 Order in this litigation, the relevant discovery request(s), and a reasonably specific
12 description of the information requested; and
13

14 (3) make the information requested available for inspection by the Non-
15 Party.
16

17 (c) If the Non-Party fails to object or seek a protective order from this court
18 within 14 days of receiving the notice and accompanying information, the
19 Receiving Party may produce the Non-Party's confidential information responsive
20 to the discovery request. If the Non-Party timely seeks a protective order, the
21 Receiving Party shall not produce any information in its possession or control that
22 is subject to the confidentiality agreement with the Non-Party before a
23 determination by the court. Absent a court order to the contrary, the Non-Party
24
25
26
27
28

1 shall bear the burden and expense of seeking protection in this court of its
2 Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL
4

5 If a Receiving Party learns that, by inadvertence or otherwise, it has
6 disclosed Protected Material to any person or in any circumstance not authorized
7 under this Stipulated Protective Order, the Receiving Party must immediately (a)
8 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
9 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
10 inform the person or persons to whom unauthorized disclosures were made of all
11 the terms of this Order, and (d) request such person or persons to execute the
12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
13
14
15
16 A.

17
18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
19 OTHERWISE PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other
22 protection, the obligations of the Receiving Parties are those set forth in Federal
23 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
24 whatever procedure may be established in an e-discovery order that provides for
25 production without prior privilege review. Pursuant to Federal Rule of Evidence
26
27
28

1 502(d) and (e), the parties reach an agreement on the effect of disclosure of a
2 communication or information covered by the attorney-client privilege or work
3 product protection, as follows:
4

5 If a Designating Party inadvertently discloses information in connection with
6 the pending litigation to another Party that the Designating Party thereafter claims
7 to be privileged or protected by the attorney-client privilege or attorney work
8 product protection (“Disclosed Protected Information”), the disclosure of the
9 Disclosed Protected Information shall not constitute or be deemed a waiver or
10 forfeiture of any claim of privilege or work product protection that the
11 Designating Party would otherwise be entitled to assert with respect to the
12 Disclosed Protected Information and its subject matter in this proceeding or in any
13 other federal or state proceeding.
14
15
16

17 A Designating Party may assert in writing attorney-client privilege or work
18 product protection with respect to Disclosed Protected Information. The
19 Receiving Party must—unless it contests the claim of attorney-client privilege or
20 work product protection in accordance with sub-paragraph (c)—within five
21 business days of receipt of that writing, (i) return or destroy all copies of the
22 Disclosed Protected Information, and (ii) provide a certification of counsel that all
23 of the Disclosed Protected Information has been returned or destroyed. Within
24 five business days after assertion of attorney-client privilege or work product
25
26
27
28

{00066816;1}

1 protection with respect to Disclosed Protected Information, the Designating Party
2 must produce a privilege log with respect to the Disclosed Protected Information.

3 12. MISCELLANEOUS
4

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the court in the future.

7
8 12.2 Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in
11 this Stipulated Protective Order. Similarly, no Party waives any right to object on
12 any ground to use in evidence of any of the material covered by this Protective
13 Order.
14

15
16 12.3 Filing Protected Material. Without written permission from the
17 Designating Party or a court order secured after appropriate notice to all interested
18 persons, a Party may not file in the public record in this action any Protected
19 Material. A Party that seeks to file under seal any Protected Material must comply
20 with Civil Local Rule 141. Protected Material may only be filed under seal
21 pursuant to a court order authorizing the sealing of the specific Protected Material
22 at issue. If a Receiving Party's request to file Protected Material under seal
23 pursuant to Civil Local Rule 141 is denied by the court, then the Receiving Party
24
25
26
27
28

1 may file the information in the public record pursuant to Civil Local Rule 141
2 unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

4
5 Within 60 days after the final disposition of this action, as defined in
6 paragraph 4, each Receiving Party must return all Protected Material to the
7 Producing Party or destroy such material. As used in this subdivision, “all
8 Protected Material” includes all copies, abstracts, compilations, summaries, and
9 any other format reproducing or capturing any of the Protected Material. Whether
10 the Protected Material is returned or destroyed, the Receiving Party must, upon
11 request, submit a written certification to the Producing Party (and, if not the same
12 person or entity, to the Designating Party) by the 60 day deadline that (1)
13 identifies (by category, where appropriate) all the Protected Material that was
14 returned or destroyed and (2) affirms that the Receiving Party has not retained any
15 copies, abstracts, compilations, summaries or any other format reproducing or
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel
17 are entitled to retain an archival copy of all pleadings, motion papers, trial,
18 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
19 and trial exhibits, expert reports, attorney work product, and consultant and expert
20 work product, even if such materials contain Protected Material. Any such
21
22
23
24
25
26
27
28

{00066816;1}

1 archival copies that contain or constitute Protected Material remain subject to this
2 Protective Order as set forth in Section 4 (DURATION).

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
4

5 Dated: May 22, 2017

HUSSIN LAW

6
7
8 /s/ Tammy Hussin¹
9 Attorneys for Plaintiff,
10 RHONDA HIEMSTRA

11 Dated: May 22, 2017

CARLSON & MESSER LLP

12
13
14 /s/ David J. Kaminski
15 David J. Kaminski
16 Stephen A. Watkins
17 Attorneys for Defendant,
18 CREDIT ONE BANK, N.A.,
19 ERRONEOUSLY SUED AND
20 SERVED AS CREDIT ONE
21 FINANCIAL

22 PURSUANT TO STIPULATION, IT IS SO ORDERED.

23 DATED: May 24, 2017.

24 
25 EDMUND F. BRENNAN
26 UNITED STATES MAGISTRATE JUDGE
27

28 ¹Using Tammy Hussin's name as authorized on May 18, 2017. L.R. 131(d).

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on [date] in the case of *Hiemstra v. Credit One Financial, a Nevada Corporation d/b/a Credit One Bank, N.A* Case No. 3:16-cv-05461-JST. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____