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13 *Attorneys for Defendant NorthStar Alarm Services, LLC*

14 UNITED STATES DISTRICT COURT  
15 EASTERN DISTRICT OF CALIFORNIA

16 JULIAN SMOTHERS an individual,  
17 residing in Fresno County, California; and  
18 ASA DHADDA, an individual, residing in  
19 Fresno County, California,

20 Plaintiffs,

21 v.

22 NORTHSTAR ALARM SERVICES, LLC,  
23 a Utah limited liability company; and Does  
24 1 through 50, inclusive,

25 Defendant.

Case No. 2:17-cv-00548-KJM-KJN

**STIPULATED PROTECTIVE ORDER**

26 1. PURPOSES

27 Disclosure and discovery activity in this action are likely to involve production of  
28 confidential, proprietary, or private information for which special protection from public  
disclosure and from use for any purpose other than in connection with this litigation may be  
warranted. Such information may include—but is not limited to—documents containing personal  
data identifiers and competitively sensitive and/or proprietary information of Defendant; contact  
information of parties, non-parties, and potential class members; and other personal information

1 (including personal identifying information and financial information) of parties, non-parties, and  
2 potential class members. *See* Local Rule 141.1(c)(1). Plaintiffs have also sought disclosure of  
3 confidential, proprietary, and private business records of Defendant, including items such as  
4 payroll records and other materials relating to employee compensation. *See id.* The needs to  
5 provide protection for these types of information include the need to protect private individuals'  
6 personal information from public disclosure, the need to protect Defendants' internal,  
7 commercially sensitive information from public disclosure that could be used by competitors to  
8 seek unfair advantage over NorthStar, and the need for Parties and Non-Parties alike to control  
9 the access to, and use of, their confidential information. *See* Local Rule 141.1(c)(2).

10 The Parties submit that the protections afforded herein should be addressed by a Court  
11 Order as opposed to a private agreement between or among the parties. *See* Local Rule  
12 141.1(c)(3). The nature of the claims involved in this action may require discovery into  
13 competitively sensitive information, as well as personal identifying and financial information of  
14 numerous individuals (including many non-parties). A private agreement between the Parties  
15 would be insufficient to alleviate the Parties' concerns that such information remain confidential.  
16 Good cause exists for entry of a protective order to prevent unauthorized disclosure and use of  
17 trade secrets and confidential commercial information of Parties and Non-Parties during and after  
18 the course of the litigation. A protective order will also facilitate timely production of material  
19 from both Parties and Non-Parties. Given these concerns, the Parties respectfully request the entry  
20 of this Protective Order by the Court. Accordingly, the parties hereby stipulate to and jointly  
21 petition the court to enter the following Stipulated Protective Order.

22 2. DEFINITIONS

23 2.1 Challenging Party: a Party that challenges the designation of information or items  
24 under this Order.

25 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is  
26 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule  
27 of Civil Procedure 26(c).

28 //

1           2.3    Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
2 well as their support staff).

3           2.4    Designating Party: a Party or Non-Party that designates Disclosure or Discovery  
4 Material, whether produced by the Designating Party or otherwise, as “CONFIDENTIAL” or as  
5 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY.”

6           2.5    Disclosure or Discovery Material: all items or information, regardless of the  
7 medium or manner in which it is generated, stored, or maintained (including, among other things,  
8 testimony, transcripts, and tangible things), that are produced or generated in this matter by any  
9 Party or any Non-Party, whether in disclosures, in responses to discovery, or otherwise.

10          2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to  
11 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
12 consultant in this action.

13          2.7    “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” Information or  
14 Items: extremely sensitive CONFIDENTIAL Information or Items whose disclosure to another  
15 Party or a Non-Party would create a substantial risk of injury that could not be avoided by less  
16 restrictive means.

17          2.8    House Counsel: attorneys who are employees of a Party to this action. House  
18 Counsel does not include Outside Counsel of Record or any other outside counsel.

19          2.9    Non-Party: any natural person, partnership, corporation, association, or other legal  
20 entity not named as a Party to this action.

21          2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this  
22 action but are retained to represent or advise a Party to this action and have appeared in this  
23 action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of  
24 that Party.

25          2.11 Party: any party to this action, including all of its officers, directors, employees,  
26 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

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

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

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

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

9       3.     SCOPE

10           All Disclosure and Discovery Material produced in this action, regardless of whether it is  
11 designated as Protected Material, shall be used only for purposes of this action and shall not be  
12 used for any other action or for any business or commercial purposes. The protections conferred  
13 by this Stipulation and Order cover not only Protected Material (as defined above), but also (1)  
14 any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries,  
15 or compilations of Protected Material; and (3) any testimony, conversations, or presentations by  
16 Parties or their Counsel that might reveal Protected Material. However, the protections conferred  
17 by this Stipulation and Order do not cover the following information: (a) any information that is  
18 in the public domain at the time of disclosure to a Receiving Party or that becomes part of the  
19 public domain after its disclosure to a Receiving Party as a result of publication not involving a  
20 violation of this Order; and (b) any information known to the Receiving Party prior to the  
21 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
22 information lawfully and under no obligation of confidentiality to the Designating Party.

23       4.     DURATION

24           Even after final disposition of this litigation, the confidentiality obligations imposed by  
25 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
26 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
27 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after  
28 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,

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

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Manner and Timing of Designations. Except as otherwise provided in this Order,  
5 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
6 protection under this Order must be clearly so designated before the material is disclosed or  
7 produced. Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic documents, but  
9 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
10 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY  
11 EYES ONLY” to each page that contains protected material and/or as part of the file name of  
12 electronic documents. A Party or Non-Party that makes original documents or materials available  
13 for inspection need not designate them for protection until after the inspecting Party has indicated  
14 which material it would like copied and produced. During the inspection and before the  
15 designation, all of the material made available for inspection shall be deemed “HIGHLY  
16 CONFIDENTIAL – ATTORNEY EYES ONLY.” After the inspecting Party has identified the  
17 documents it wants copied and produced, the Producing Party must determine which documents  
18 qualify for protection under this Order. Then, before producing the specified documents, the  
19 Producing Party must affix the appropriate legend to each page that contains Protected Material.

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, the  
21 Designating Party may:

- 22 (i) identify on the record, before the close of the deposition, hearing, or other  
23 proceeding, all protected testimony; or  
24 (ii) within thirty (30) days after the court reporter serves a copy of the transcript of  
25 a deposition or hearing, the Designating Party may identify all or part of the  
26 transcribed testimony as CONFIDENTIAL or HIGHLY CONFIDENTIAL –  
27 ATTORNEY EYES ONLY by giving written notice to counsel of the specific  
28 pages and lines of the transcript that constitute or contain protected testimony or

1 information. Until thirty (30) days after the court reporter serves a copy of the  
2 transcript of a deposition or hearing, all deposition transcripts shall be deemed  
3 HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY under the terms of this  
4 Order, and there shall be no disclosure of any information contained therein in any  
5 discovery motions without complying with the terms of this Order. Those portions  
6 of transcripts of depositions thereafter designated as CONFIDENTIAL OR  
7 HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY shall be governed by  
8 the terms of this Protective Order.

9 (c) for information produced in some form other than documentary, and for any other  
10 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
11 or containers in which the information or item is stored the legend “CONFIDENTIAL” or  
12 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY.”

13 5.2 Inadvertent Failures to Designate. An inadvertent failure to designate qualified  
14 Disclosure or Discovery Material does not, standing alone, waive the Designating Party’s right to  
15 secure protection under this Order for such material. If Disclosure or Discovery Material is  
16 appropriately designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY  
17 EYES ONLY” after it was initially produced, the Receiving Party, on notification of the  
18 designation, shall make reasonable efforts to assure that the Disclosure or Discovery Material is  
19 treated in accordance with the provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. A Party’s failure to promptly challenge a Designating  
22 Party’s confidentiality designation does not, standing alone, waive its right to challenge a  
23 confidentiality designation after the original designation is disclosed.

24 6.2 Meet and Confer. A Challenging Party shall initiate the dispute resolution process  
25 by providing written notice to the Designating Party and to all other Outside Counsel of Record  
26 of each designation it is challenging that describes the basis for each challenge. The written notice  
27 must state that the challenge to confidentiality is being made in accordance with this specific  
28 paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good

1 faith and must confer directly (in person or telephonically) within 14 days from the date of the  
2 written notice. In conferring, the Challenging Party must explain the basis for its belief that the  
3 confidentiality designation was not proper and must give the Designating Party an opportunity to  
4 review the designated material, to reconsider the circumstances, and, if no change in designation  
5 is offered, to explain the basis for the chosen designation. If the parties cannot resolve a  
6 challenged confidentiality designation after engaging in the meet-and-confer process described in  
7 this paragraph, the Challenging Party shall so notify the Designating Party in writing (a “Notice  
8 of Unresolved Confidentiality Challenge”).

9         6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
10 intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21  
11 days of the date of the Notice of Unresolved Confidentiality Challenge. Any motion brought  
12 under this provision must include a statement affirming that the movant has complied with the  
13 meet-and-confer requirements imposed by this Order. Failure by the Designating Party to make  
14 such a motion within the required deadline shall automatically waive the confidentiality  
15 designation for each challenged designation. The burden of persuasion in any such challenge  
16 proceeding shall be on the Designating Party. Frivolous challenges, and those made for an  
17 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)  
18 may expose the Challenging Party to sanctions. Unless the Designating Party has waived the  
19 confidentiality designation by failing to file a motion to retain confidentiality as described above,  
20 all parties shall continue to afford the material in question the level of protection to which it is  
21 entitled under the Producing Party’s designation until the court rules on the challenge.

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

23         7.1     Basic Principles. A Receiving Party may use Disclosure or Discovery Material,  
24 whether or not it is designated as Protected Material, only for prosecuting, defending, or  
25 attempting to settle this litigation and not for any other purposes, including in any other lawsuit or  
26 for any business or commercial purposes. All Protected Material may be disclosed only to the  
27 categories of persons and under the conditions described in this Order. When this action has been  
28 terminated, a Receiving Party must comply with the FINAL DISPOSITION provisions set forth

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

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

7 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees  
8 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information  
9 for this litigation and who have been made aware of the terms of this Order;

10 (b) the Receiving Party and any officers, directors, and employees (including House  
11 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and  
12 who have been made aware of the terms of this Order;

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

16 (d) the court and its personnel;

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

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

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

28 //



1           7.3    Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”  
2 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
3 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY  
4 CONFIDENTIAL – ATTORNEY EYES ONLY” only to:

5           (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees  
6 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information  
7 for this litigation and who have been made aware of the terms of this Order;

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

11           (c) the court and its personnel;

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

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

21           (f) the author or recipient of a document containing the information or a custodian or other  
22 person who otherwise possessed or knew the information.

23   8.    PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
24 LITIGATION

25           If a Receiving Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this action as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” that Party  
28 must:

1 (a) promptly notify in writing the Designating Party, which written notification shall  
2 include a copy of the subpoena or court order;

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

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

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

15 9. A NON-PARTY’S PRODUCTION IN THIS LITIGATION

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

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

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

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

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

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

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
20 MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
22 produced material is subject to a claim of privilege or other protection, the obligations of the  
23 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
26 seek its modification by the court in the future or to seek additional protection from the court.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
28 Order no Party waives any right it otherwise would have to object to disclosing or producing any

1 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
2 Party waives any right to object on any ground to use in evidence of any of the material covered  
3 by this Protective Order.

4       12.3 Filing Protected Material. Without written permission from the Designating Party  
5 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
6 the public record in this action any Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed  
8 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
9 issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing  
10 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise  
11 entitled to protection under the law. If a Receiving Party's request to file Protected Material under  
12 seal pursuant to Civil Local Rule 141 is denied by the court, then the Receiving Party may file the  
13 information in the public record pursuant to Civil Local Rule 141 unless otherwise instructed by  
14 the court.

15       12.4 Right to Assert Other Objections. By stipulating to the entry of this Order, no  
16 Party waives the right it otherwise would have to object to disclosing or producing any  
17 information or item on any ground not addressed in this Order. Similarly, no Party waives any  
18 right to object on any ground to the use in evidence of any of the material covered by this Order.

19       13. FINAL DISPOSITION

20       Within 60 days after the final disposition of this action (as final disposition is defined  
21 above), each Receiving Party must return all Protected Material to the Producing Party or destroy  
22 such material. As used in this paragraph, "all Protected Material" includes all copies, abstracts,  
23 compilations, summaries, and any other format reproducing or capturing any of the Protected  
24 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
25 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
26 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all  
27 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
28 not retained any copies, abstracts, compilations, summaries or any other format reproducing or

1 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
2 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
3 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
4 product, and consultant and expert work product, even if such materials contain Protected  
5 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
6 this Protective Order.

7  
8 IT IS SO STIPULATED.

9 DATED: December 5, 2017

SUTTON HAGUE LAW CORPORATION, P.C.

10 /s/ Anthony E. Guzman (signed with permission)

11 S. Brett Sutton  
12 Jared Hague  
13 Anthony E. Guzman  
*Attorneys for Plaintiffs*

14 DATED: December 5, 2017

MITCHELL BARLOW & MANSFIELD, P.C.

15  
16 /s/ Andrew V. Collins

17 Claire Dossier  
18 J. Ryan Mitchell  
19 Andrew V. Collins  
*Attorneys for Defendant*

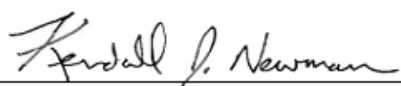
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ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED, with the clarification that:

1. Nothing in this order limits the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial—such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.
2. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of the terms of this stipulated protective order after the action is terminated.

Dated: December 6, 2017

  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE

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**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 \_\_\_\_\_ *Smothers et al. v. NorthStar Alarm Services, LLC*, Case No. 2:17-cv-00548-KJM-KJN. 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: \_\_\_\_\_