

1 Jennifer Yu Sacro, SBN: 208988  
 2 E-Mail: jsacro@sacrowalker.com  
 3 Thomas J. Placido, SBN: 331404  
 4 E-Mail: tplacido@sacrowalker.com  
 5 SACRO & WALKER LLP  
 6 700 North Brand Boulevard, Suite 610  
 7 Glendale, California 91203  
 8 Tel.: (818) 721-9597; Fax: (818) 721-9670

7 Attorneys for Plaintiff  
 8 HUDSON INSURANCE COMPANY

9 **UNITED STATES DISTRICT COURT**  
 10 **EASTERN DISTRICT OF CALIFORNIA**

11 HUDSON INSURANCE COMPANY,

12 Plaintiff,

14 vs.

15 TRAVELERS CASUALTY AND  
 16 SURETY COMPANY; and DOES 1-10,

17 Defendants.

Case No. 2:23-cv-03026-TLN-CKD  
 Judge Troy L. Nunley  
 Magistrate Judge Caroline K. Delaney

**STIPULATED PROTECTIVE  
 ORDER**

SACRO & WALKER LLP  
 700 N. Brand Boulevard, Suite 610  
 Glendale, California 91203

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1       **1.     A.     PURPOSES AND LIMITATIONS**

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

15           Notwithstanding the terms and conditions of this Stipulated Protective Order,  
16 all persons and/or entities hereto (including Parties to the Action as well as any  
17 executing Non-Party to the Action) shall fully comply with any other court order or  
18 applicable law.

19       **B.     GOOD CAUSE STATEMENT**

20           This action might involve trade secrets, attorney-client privileged information  
21 and attorney work product from the underlying state court litigation out of which this  
22 declaratory relief action arises,<sup>1</sup> and other valuable research, development,  
23 commercial, financial, technical and/or proprietary information for which special  
24 protection from public disclosure and from use for any purpose other than prosecution  
25 of this action is warranted. Such possible confidential and proprietary materials and  
26 information consist of, among other things, confidential business or financial  
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<sup>1</sup> *Allum, et al. v. San Joaquin County Employees' Retirement Association, et al.*, San  
Joaquin County Superior Court, Case No. STK-CVUBC-2017-10696.

1 information, information regarding confidential business practices, information  
2 contained within attorney timekeeping records (including information implicating the  
3 attorney-client privilege and privacy rights of third parties), information otherwise  
4 generally unavailable to the public, or which may be privileged or otherwise protected  
5 from disclosure under state or federal statutes, court rules, case decisions, or common  
6 law.

7 Accordingly, to expedite the flow of information, to facilitate the prompt  
8 resolution of disputes over confidentiality of discovery materials, to adequately  
9 protect information the parties are entitled or required to keep confidential, to ensure  
10 that the parties are permitted reasonable necessary uses of such material in preparation  
11 for and in the conduct of trial, to address their handling at the end of the litigation,  
12 and to serve the ends of justice, a protective order for such information is justified in  
13 this matter. It is the intent of the parties that information will not be designated as  
14 confidential for tactical reasons and that nothing be so designated without a good-  
15 faith belief that it has been maintained in a confidential, non-public manner, and there  
16 is good cause why it should not be part of the public record of this case.

17 **2. DEFINITIONS**

18 2.2 Action: this pending federal lawsuit, *Hudson Insurance Company v.*  
19 *Travelers Casualty and Surety Company of America, et al.*, Eastern District of  
20 California Case No. 2:23-cv-03026-TLN-CKD.

21 2.3 Challenging Party: a Party or Non-Party that challenges the designation  
22 of information or items under this Order.

23 2.4 “Confidential Material”: information (regardless of how it is generated,  
24 stored or maintained) or tangible things that qualify for protection under Federal Rule  
25 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

26 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their  
27 support staff).

28 2.6 Designating Party: a Party or Non-Party that designates information or

1 items that it produces in disclosures or in responses to discovery as  
2 “CONFIDENTIAL.”

3       2.7 Disclosure or Discovery Material: all items or information, regardless of  
4 the medium or manner in which it is generated, stored, or maintained (including,  
5 among other things, testimony, transcripts, and tangible things), that are produced or  
6 generated in disclosures or responses to discovery in this matter.

7       2.8 Expert: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
9 an expert witness or as a consultant in this Action.

10       2.9 House Counsel: attorneys who are employees of a Party, as well as  
11 paralegals, case assistants, and other employees of a Party acting on behalf of such  
12 employee attorneys of a Party to this Action to whom it is reasonably necessary to  
13 disclose the information for this Action. House Counsel does not include Outside  
14 Counsel of Record or any other outside counsel.

15       2.10 Non-Party: any natural person, partnership, corporation, association,  
16 or other legal entity not named as a Party to this Action.

17       2.11 Outside Counsel of Record: attorneys who are not employees of a Party  
18 to this Action but are retained to represent or advise a Party to this Action and have  
19 appeared in this Action on behalf of that Party or are affiliated with a law firm which  
20 has appeared on behalf of that Party and includes support staff.

21       2.12 Party: any Party to this Action, including all of its officers, directors,  
22 employees, professional jury or trial consultants, mock jurors, or other consultants,  
23 retained experts, and Outside Counsel of Record (and their support staff).

24       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
25 Discovery Material in this Action.

26       2.14 Professional Vendors: persons or entities that provide litigation support  
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
28 demonstrations, and organizing, storing, or retrieving data in any form or medium)

1 and their employees and subcontractors.

2       2.15 Protected Material: any Disclosure or Discovery Material that is  
3 designated as “CONFIDENTIAL.”

4       2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
5 from a Producing Party.

6       **3. SCOPE**

7       The protections conferred by this Stipulation and Order cover not only  
8 Protected Material (as defined above), but also (1) any information copied or extracted  
9 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
10 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
11 or their Counsel that might reveal Protected Material. However, the protections  
12 conferred by this Stipulation and Order do not cover the following information: (a)  
13 any information that is in the public domain at the time of disclosure to a Receiving  
14 Party or becomes part of the public domain after its disclosure to a Receiving Party  
15 as a result of publication not involving a violation of this Order, including becoming  
16 part of the public record through trial or otherwise; and (b) any information known to  
17 the Receiving Party prior to the disclosure or obtained by the Receiving Party after  
18 the disclosure from a source who obtained the information lawfully and under  
19 obligation of confidentiality to the Designating Party. Any use of Protected Material  
20 at trial shall be governed by the orders of the trial judge. This Order does not govern  
21 the use of Protected Material at trial.

22       **4. DURATION**

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

3 **5. DESIGNATING PROTECTED MATERIAL**

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

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

12 Mass, indiscriminate, or routinized designations are prohibited. Designations  
13 that are shown to be clearly unjustified or that have been made for an improper  
14 purpose (e.g., to unnecessarily encumber the case development process or to impose  
15 unnecessary expenses and burdens on other parties) may expose the Designating Party  
16 to sanctions. If it comes to a Designating Party's attention that information or items  
17 that it designated for protection do not qualify for protection, that Designating Party  
18 must promptly notify all other Parties that it is withdrawing the inapplicable  
19 designation.

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

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (*e.g.*, paper or electronic  
27 documents, but excluding transcripts of depositions or other pretrial or trial  
28 proceedings), that the Producing Party affix, at a minimum, the legend

1 “CONFIDENTIAL (hereinafter “CONFIDENTIALITY LEGEND”), to each page  
2 that contains protected material. If only a portion or portions of the material on a page  
3 qualifies for protection, the Producing Party also must clearly identify the protected  
4 portion(s) (*e.g.*, by making appropriate markings in the margins).

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

17 (b) for testimony given in deposition, that the Designating Party identify the  
18 protected Disclosure or Discovery Material and all protected testimony on the record,  
19 either before the close of the deposition or within 10 days following receipt of the  
20 deposition transcript.

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

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
28 failure to designate qualified information or items does not, standing alone, waive the

1 Designating Party’s right to secure protection under this Order for such material.  
2 Upon timely correction of a designation, the Receiving Party must make reasonable  
3 efforts to assure that the material is treated in accordance with the provisions of this  
4 Order.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court’s  
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 251(b).

11 6.3 The burden of persuasion in any such challenge proceeding shall be on  
12 the Designating Party. Frivolous challenges, and those made for an improper purpose  
13 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may  
14 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
15 or withdrawn the confidentiality designation, all parties shall continue to afford the  
16 material in question the level of protection to which it is entitled under the Producing  
17 Party’s designation until the Court rules on the challenge.

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

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

25 Protected Material must be stored and maintained by a Receiving Party at a  
26 location and in a secure manner that ensures that access is limited to the persons  
27 authorized under this Order.  
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           (a) the Receiving Party’s Outside Counsel of Record in this Action,  
6 as well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

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

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

13          (d) the Court and its personnel;

14          (e) court reporters and their staff;

15          (f) professional jury or trial consultants, mock jurors, and  
16 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
17 who have signed the “Acknowledgment and Agreement to Be Bound” (Ex. A);

18          (g) the author or recipient of a document containing the information  
19 or a custodian or other person who otherwise possessed or knew the information;

20          (h) during their depositions, witnesses, and attorneys for witnesses,  
21 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
22 party requests that the witness sign the form attached as Ex. A hereto; and (2) they  
23 will not be permitted to keep any confidential information unless they sign the  
24 “Acknowledgment and Agreement to Be Bound” (Ex. A), unless otherwise agreed by  
25 the Designating Party or ordered by the Court. Pages of transcribed deposition  
26 testimony or exhibits to depositions that reveal Protected Material may be separately  
27 bound by the court reporter and may not be disclosed to anyone except as permitted  
28 under this Stipulated Protective Order;

1 (i) any mediator or settlement officer who may be utilized in  
2 connection with this Action, and their supporting personnel, mutually agreed upon by  
3 any of the parties engaged in settlement discussions;

4 (j) any other person that the Designating Party agrees to in writing;  
5 and

6 (k) any person designated by the Court in the interest of justice, upon  
7 such terms as the Court may deem proper.

8 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
9 **PRODUCED IN OTHER LITIGATION**

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

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

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

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

21 If the Designating Party timely seeks a protective order, the Party served with  
22 the subpoena or court order shall not produce any information designated in this action  
23 as “CONFIDENTIAL” before a determination by the Court from which the subpoena  
24 or order issued, unless the Party has obtained the Designating Party’s permission. The  
25 Designating Party shall bear the burden and expense of seeking protection in that court  
26 of its confidential material. Nothing in these provisions should be construed as  
27 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
28 directive from another court.

1     **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
2     **PRODUCED IN THIS LITIGATION**

3           (a) The terms of this Order are applicable to information produced by a Non-  
4 Party in this Action and designated as “CONFIDENTIAL.” Such information  
5 produced by a Non-Party in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

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

12                 (1) promptly notify in writing the requesting party and the Non-Party  
13 that some or all of the information requested is subject to a confidentiality agreement  
14 with a Non-Party;

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

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

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

1     **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

10     **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
11     **PROTECTED MATERIAL**

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

22     **12. MISCELLANEOUS**

23             12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.

25             12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order no Party waives any right it otherwise would have to object to  
27 disclosing or producing any information or item on any ground not addressed in this  
28

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. Without written permission from the  
4 Designating Party or a court order secured after appropriate notice to all interested  
5 persons, a Party may not file in the public record in this action any Protected Material  
6 without complying with Local Rule 141. A Party that seeks to file under seal any  
7 Protected Material must comply with Local Rule 141. Protected Material may only  
8 be filed under seal pursuant to a court order authorizing the sealing of the specific  
9 Protected Material at issue. If a Party's request to file Protected Material under seal is  
10 denied by the Court, then the Receiving Party may file the information in the public  
11 record unless otherwise instructed by the Court.

12 12.4 Use of Protected Material at Trial: The Parties shall meet and confer  
13 regarding the procedures for use of Protected Materials at trial and shall move the  
14 Court for entry of an appropriate order. The use of designated materials at trial shall  
15 be governed by the orders of the trial judge.

16 12.5 Counsel Bound by Protective Order: Counsel agree to be bound by the  
17 terms set forth herein with regard to any Protective Materials that have been produced  
18 before the Court signs this Stipulation and Protective Order.

19 12.6 New Parties: Any new party to the Action who has not executed this  
20 Stipulation and Protective Order as of the time it is presented to the Court for signature  
21 may thereafter become a Party to this Stipulation and Protective Order by its  
22 Counsel's signing and dating a copy of Ex. A attached hereto, and filing the same  
23 with the Court, and serving copies of such signed and dated copy upon the other  
24 Parties to this Stipulation and Protective Order.

25 **13. FINAL DISPOSITION**

26 After final resolution of this Action through settlement or a final, non-  
27 appealable judgment, each Receiving Party may retain copies of any Protected  
28 Material produced to them as reasonably necessary to: (a) comply with legally

1 required document retention time periods; (b) comply with requests for review by  
2 reinsurers, auditors, and/or regulators; (c) the extent necessary to exercise or enforce  
3 any subrogation rights and/or (d) meet other business requirements. Any person or  
4 entity retaining Protected Material shall maintain its confidentiality in accordance  
5 with this Order until such material is returned or destroyed. This paragraph does not  
6 apply to any Protected Material ordered by a court to be produced without the  
7 limitations set forth in this Order. The Parties further agree that all documents  
8 generated by them that summarize or otherwise include material designated as  
9 “CONFIDENTIAL” are governed by this Order.

10 SIGNATURE PAGE FOLLOWS.

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**ORDER**

The Court APPROVES the protective order, subject to clarification that once the action is closed, the court will not retain jurisdiction over enforcement of the terms of the protective order. See L.R. 141.1(f).

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: June 5, 2024

  
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CAROLYN K. DELANEY  
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 *Hudson Insurance Company v. Travelers Casualty and Surety  
Company of America, et al.*, Eastern District of California Case No. 2:23-cv-03026-  
TLN-CKD. 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 Central 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: \_\_\_\_\_