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12 Attorneys for Plaintiff  
 13 FEDERAL DEPOSIT INSURANCE CORPORATION  
 14 AS RECEIVER FOR INNOVATIVE BANK

15 UNITED STATES DISTRICT COURT  
 16  
 17 NORTHERN DISTRICT OF CALIFORNIA  
 18  
 19 SAN FRANCISCO DIVISION

15	FEDERAL DEPOSIT INSURANCE	)	
16	CORPORATION AS RECEIVER FOR	)	CV-12-2658 CW
17	INNOVATIVE BANK,	)	
18		)	<del>PROPOSED</del>
19	Plaintiff,	)	STIPULATED PROTECTIVE ORDER
20		)	
21	vs.	)	
22		)	
23	SEONG HOON HONG; DAVID CHIU; JIN	)	
24	YOUNG KIM (AKA JIMMY KIM); JUNG	)	
25	MIN MOK; YOUNG HO WON;	)	
26	SANGCHOL AN; CHANG K. CHANG;	)	<b>Complaint Filed May 23, 2012</b>
27	SUNG SANG CHO; HARRY MOOK	)	
28	CHOI; YONG OH CHOI; TONY HUEY;	)	
	CHONG KIM; JUNG KIM; BHUPENDRA	)	
	PATEL,	)	
	Defendants.		

IT IS HEREBY STIPULATED AND AGREED by the undersigned parties to this proceeding and ordered by this Court as follows:

1           1.       PURPOSES AND LIMITATIONS.

2           Disclosure and discovery activity in this action are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective  
6 Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures  
7 or responses to discovery and that the protection it affords from public disclosure and use extends  
8 only to the limited information or items that are entitled to confidential treatment under the applicable  
9 legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this  
10 Stipulated Protective Order does not entitle them to file confidential information under seal; Civil  
11 Local Rule 79-5 and General Order 62 set forth the procedures that must be followed and the  
12 standards that will be applied when a party seeks permission from the court to file material under  
13 seal.

14           2.       DEFINITIONS

15           2.1       Challenging Party: a Party or Non-Party that challenges the designation of  
16 information or items under this Order.

17           2.2       “CONFIDENTIAL” Information or Items: information (regardless of how it is  
18 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
19 Civil Procedure 26(c).

20           2.3       Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
21 as their support staff).

22           2.4       Designating Party: a Party or Non-Party that designates information or items that it  
23 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

24           2.5       Disclosure or Discovery Material: all items or information, regardless of the medium  
25 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
26 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
27 discovery in this matter.  
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1           2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to the  
2 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
3 consultant in this action.

4           2.7    House Counsel: attorneys who are employees of a party to this action. House  
5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6           2.8    Non-Party: any natural person, partnership, corporation, association, or other legal  
7 entity not named as a Party to this action.

8           2.9    Outside Counsel of Record: attorneys who are not employees of a party to this action  
9 but are retained to represent or advise a party to this action and have appeared in this action on  
10 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

11          2.10   Party: any party to this action, including all of its officers, directors, employees,  
12 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

13          2.11   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
14 Material in this action.

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

18          2.13   Protected Material: any Disclosure or Discovery Material that is designated as  
19 “CONFIDENTIAL.”

20          2.14   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
21 Producing Party.

22    3.    SCOPE

23           The protections conferred by this Stipulation and Order cover not only Protected Material (as  
24 defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
25 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
26 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
27 However, the protections conferred by this Stipulation and Order do not cover the following  
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1 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
2 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
3 publication not involving a violation of this Order, including becoming part of the public record  
4 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
5 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
6 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
7 Protected Material at trial shall be governed by a separate agreement or order.

8 4. DURATION

9 4.1 Even after final disposition of this litigation, the confidentiality obligations imposed  
10 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
11 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
12 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the  
13 completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this action,  
14 including the time limits for filing any motions or applications for extension of time pursuant to  
15 applicable law.

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
18 Non-Party that designates information or items for protection under this Order must take care to  
19 limit any such designation to specific material that qualifies under the appropriate standards. The  
20 Designating Party must designate for protection only those parts of material, documents, items, or  
21 oral or written communications that qualify – so that other portions of the material, documents,  
22 items, or communications for which protection is not warranted are not swept unjustifiably within  
23 the ambit of this Order.

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

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

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

8 Designation in conformity with this Order requires:

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

14 A Party or Non-Party that makes original documents or materials available for inspection  
15 need not designate them for protection until after the inspecting Party has indicated which material it  
16 would like copied and produced. During the inspection and before the designation, all of the material  
17 made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
18 identified the documents it wants copied and produced, the Producing Party must determine which  
19 documents, or portions thereof, qualify for protection under this Order. Then, before producing the  
20 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page  
21 that contains Protected Material. If only a portion or portions of the material on a page qualifies for  
22 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
23 appropriate markings in the margins).

24 (b) for testimony given in deposition or in other pre-trial or trial proceedings, that  
25 the Designating Party identify on the record, before the close of the deposition, hearing, or other  
26 proceeding, all protected testimony. Alternatively, within thirty (30) days of receipt of a transcript  
27 or recording of a deposition or other pretrial or trial proceeding, a Party or Non-Party may designate  
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1 such transcript or recording, or any portion thereof, as “CONFIDENTIAL” by notifying all Parties,  
2 in writing, of the specific pages and lines of the transcript or recording that should be treated as  
3 “CONFIDENTIAL.” All transcripts or recordings of depositions shall be treated as  
4 “CONFIDENTIAL” for thirty (30) days after receipt of the transcript or recording, or until written  
5 notice of a designation is received, whichever occurs first. Transcript pages containing protected  
6 material must be separately bound by the court reporter, who must affix to the top of each such page  
7 the legend “CONFIDENTIAL,” as instructed by the Designating Party or Non-Party.

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

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
14 designate qualified information or items does not, standing alone, waive the Designating Party’s  
15 right to secure protection under this Order for such material. Upon timely correction of a  
16 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
17 in accordance with the provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
20 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
21 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
22 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
23 confidentiality designation by electing not to mount a challenge promptly after the original  
24 designation is disclosed.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
26 by providing written notice of each designation it is challenging and describing the basis for each  
27 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
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1 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
2 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
3 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
4 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
5 Party must explain the basis for its belief that the confidentiality designation was not proper and  
6 must give the Designating Party an opportunity to review the designated material, to reconsider the  
7 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
8 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
9 has engaged in this meet and confer process first or establishes that the Designating Party is  
10 unwilling to participate in the meet and confer process in a timely manner.

11 Judicial Intervention. If despite a good faith meet and confer effort, the dispute cannot be  
12 resolved informally by the parties within twenty-one (21) days of the Designating Party's receipt of  
13 the written notice of challenge, the Challenging Party may seek a determination from the Court with  
14 respect to the propriety of the designation. The Designating Party shall then have fourteen (14) days  
15 from the filing of a motion contesting the designation or restriction on access to file an opposition to  
16 such motion, following which the Challenging Party shall be afforded five (5) days to file a reply  
17 memorandum. The "CONFIDENTIAL" status of the challenged material shall be maintained until  
18 the Court shall rule on the motion. While the Challenging Party must initiate the motion before the  
19 Court, it is the burden of the Party seeking protection under this Order to demonstrate that the  
20 "CONFIDENTIAL" designation is appropriate. Frivolous challenges, and those made for an  
21 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
22 expose the Challenging Party to sanctions. A challenge under this paragraph shall not affect a Party's  
23 right of access to "CONFIDENTIAL" material or to disclose information as provided for in this  
24 Order.

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

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
27 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
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1 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
2 the categories of persons and under the conditions described in this Order. When the litigation has  
3 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
4 DISPOSITION).

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

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
8 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
9 information or item designated “CONFIDENTIAL” only to:

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

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

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

20 (d) the court and its personnel;

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

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

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

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
6 LITIGATION

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

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

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

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

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

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

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

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

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

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

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

14 (c) If the Non-Party fails to object or seek a protective order from this court  
15 within 14 days of receiving the notice and accompanying information, the Receiving Party may  
16 produce the Non-Party's confidential information responsive to the discovery request. If the Non-  
17 Party timely seeks a protective order, the Receiving Party shall not produce any information in its  
18 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
19 determination by the court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall bear the  
20 burden and expense of seeking protection in this court of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
23 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
24 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
25 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
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28 <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
2 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be  
3 Bound” that is attached hereto as Exhibit A.

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

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

14 12. MISCELLANEOUS

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

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
18 no Party waives any right it otherwise would have to object to disclosing or producing any  
19 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
20 Party waives any right to object on any ground to use in evidence of any of the material covered by  
21 this Protective Order.

22 12.3 Filing Protected Material. Without written permission from the Designating Party or  
23 a court order secured after appropriate notice to all interested persons, a Party may not file in the  
24 public record in this action any Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected  
26 Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific  
27 Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a sealing order  
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1 will issue only upon a request establishing that the Protected Material at issue is privileged,  
2 protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's  
3 request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) and General Order  
4 62 is denied by the court, then the Receiving Party may file the information in the public record  
5 pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

6 13. FINAL DISPOSITION

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

22  
23 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
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1 Dated: February 21, 2013

**NIXON PEABODY LLP**

2 By: /s/ Anthony J. Barron  
3 Anthony J. Barron  
4 abarron@nixonpeabody.com  
5 Attorney for Plaintiff  
6 FEDERAL DEPOSIT INSURANCE  
7 CORPORATION AS RECEIVER FOR  
8 INNOVATIVE BANK

**ATTESTATION CLAUSE**

9 I hereby attest that I have on file all holograph signatures for any signatures indicated by a  
10 “conformed” signature (/s/) within this efiled document.

11 Dated: February 21, 2013

**KIM, SHAPIRO, PARK & LEE**

12 By: /s/ John P. Lee  
13 John P. Lee, Esq.  
14 Steve Shapiro, Esq.  
15 Attorney for Defendants  
16 CHANG K. CHANG, JUNG MIN MOK,  
17 YONG OH CHOI, DAVID CHIU, TONY  
18 HUEY, JUNG KIM, BHUPENDRA  
19 PATEL AND SANGCHOL AN

20 Dated: February 21, 2013

**LURIE & PARK**

21 By: /s/ Daniel Eal Young Park  
22 Daniel Eal Young Park, Esq.  
23 Attorney for Defendant  
24 SEONG HOON HONG

25 Dated: February 21, 2013

**NASSIRI & JUNG LLP**

26 By: /s/ Kassra Powell Nassiri  
27 Kassra Powell Nassiri, Esq.  
28 Attorney for Defendant  
YOUNG HO WON

1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

2  
3 DATED: 2/25/2013

  
4 Hon. Claudia Wilken  
United States District Court Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in  
5 its entirety and understand the Stipulated Protective Order that was issued by the United States  
6 District Court for the Northern District of California on [date] in the case of \_\_\_\_\_ **[insert**  
7 **formal name of the case and the number and initials assigned to it by the court]**. I agree to  
8 comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and  
9 acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of  
10 contempt. I solemnly promise that I will not disclose in any manner any information or item that is  
11 subject to this Stipulated Protective Order to any person or entity except in strict compliance with the  
12 provisions of this Order.

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

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

20  
21 Date: \_\_\_\_\_

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

23 Printed name: \_\_\_\_\_

24 [printed name]

25 Signature: \_\_\_\_\_

26 [signature]