

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Roddy Mac v. EA Family Services

Mac · No. 2:24-cv-02702-DC-CSK · Decided June 23, 2025

SUMMARY

This document is an order of the U.S. District Court for the Eastern District of California approving the parties’ stipulated protective order in Roddy Mac v. EA Family Services. The protective order governs the designation, handling, disclosure, challenge, filing, and final disposition of confidential discovery materials. The court clarified that it will not retain jurisdiction to enforce the protective order after the action is closed.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Chi Soo Kim
DECIDED	June 23, 2025
DOCKET	2:24-cv-02702-DC-CSK
DISPOSITION	other
PROCEDURAL POSTURE	The parties jointly stipulated to entry of a protective order governing confidential discovery material and submitted the stipulation for court approval.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

discovery dispute civil procedure

PRACTICE AREAS

civil procedure discovery

QUESTIONS PRESENTED

- Whether the court should approve the parties' stipulated protective order governing confidential discovery material.
- Whether the court would retain jurisdiction to enforce the protective order after the action is closed.

HOLDINGS

- 1. The court approved the parties' stipulated protective order because it complied with the relevant authorities and the court's Local Rule 141.1.
- 2. The court would not retain jurisdiction over enforcement of the protective order once the action is closed.

KEY QUOTATIONS

“will not retain jurisdiction over enforcement of the terms of any protective order filed in that action.” (at 1)

FACTUAL BACKGROUND

The parties' discovery in this action involves confidential, proprietary, and private information. They agreed to procedures governing designation, use, challenge, filing, and final disposition of protected material and asked the court to enter the stipulated protective order. The court found that the proposed order complied with applicable authorities and Local Rule 141.1, subject to a clarification concerning post-closure jurisdiction.

PROCEDURAL HISTORY

Plaintiff Roddy Mac filed this action against EA Family Services on September 30, 2024. The parties submitted a stipulated protective order as ECF No. 16. The court approved the order, clarifying that it would not retain jurisdiction to enforce the order after the action is closed.

DISPOSITION

other

CASES CITED

- Bylin Heating Sys., Inc. v. Thermal Techs., Inc., 2012 WL 13237584, at *2 (E.D. Cal. Oct. 29, 2012)

OPINION

1 2 3 4 5 UNITED STATES DISTRICT COURT 6 FOR THE EASTERN DISTRICT OF CALIFORNIA 7 8 RODDY MAC, Case No. 2:24-cv-02702-DC-CSK 9 Plaintiff, 10 V. ORDER GRANTING STIPULATED 1 PROTECTIVE ORDER EA FAMILY SERVICES, 12 (ECF No. 16) Defendant. 13 14 I5 The Court has reviewed the parties’ stipulated protective order below (ECF No. 16), and 16 finds it comports with the relevant authorities and the Court’s Local Rule.

See L.R. 141.1. The M Court APPROVES the protective order, subject to the following clarification. 1 8 The Court’s Local Rules indicate that once an action is closed, it “will not retain 19 jurisdiction over enforcement of the terms of any protective order filed in that action.” L.R. 20 141.1(f); see Bylin Heating Sys., Inc. v. Thermal Techs., Inc., 2012 WL 13237584, at *2 (E.D.

21 > Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain jurisdiction for 53 disputes concerning protective orders after closure of the case). Thus, the Court will not retain jurisdiction over this protective order once the case is closed. 25 Dated: June 23, 2025 cq - s: 27 GHI SOO KIM 3 || & mac.2702.24 UNITED STATES MAGISTRATE JUDGE 98-6317-0126} JOINT [STIPULATED] PROTECTIVE ORDER 1 PORTER ScOTT A PROFESSIONAL CORPORATION 2 || David R. Norton, SBN 291448 Sabreen Ben Salem, SBN 356358 3 Harvard Street, Suite 500 4 Sacramento, CA 95815 TEL: 916.929.1481 5 || FAX: 916.927.3706 EMAIL: dnorton@porterscott.com 6 sbensalem@porterscott.com 7 Attorneys for Defendant ENVIRONMENTAL ALTERNATIVES dba EA FAMILY SERVICES 8 9 UNITED STATES DISTRICT COURT 10 EASTERN DISTRICT OF CALIFORNIA 1] RODDY MAC CASE NO.: 2:24-ev-02702-DC-CSK 13 Plaintiff(s), JOINT [STIPULATED] PROTECTIVE Vv.

ORDER 14 15 EA FAMILY SERVICES, 16 Defendant(s). / Complaint Filed: 9/30/2024 17 18 1. PURPOSES AND LIMITATIONS 19 Disclosure and discovery activity in this action involve production of confidential, proprietary, a 20 || private information for which special protection from public disclosure and from use for any purpose ot! 21 || than prosecuting this litigation may be warranted.

Pursuant to Local Rule 141.1, Plaintiff RODDY MAC ¢ 22 || Defendant EA FAMILY SERVICES stipulate to and petition the court to enter the following Stipula 23 || Protective Order. The Parties acknowledge that this Order does not confer blanket protections on 24 || disclosures or responses to discovery and that the protection it affords from public disclosure and use extet 25 || only to the limited information or items that are entitled to confidential treatment under the applicable le 26 || principles.

The parties further acknowledge that Local Rule 141 sets forth separate procedures that must 27 || followed and the standards that will be applied when a party seeks permission from the court to file mate: 28 || under seal. /4898-6317-0126} JOINT [STIPULATED] PROTECTIVE ORDER 1 2. DEFINITIONS 2 2.1. Party/Parties: any party to this action, including all of its officers, directors, employees, 3 consultants, retained experts, and Counsel of Record and their support staffs.

4 2.2. Producing Party: a Party that produces Disclosure or Discovery Material in this action. 5 2.3. Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing 6 Party. 7 2.4. Protected Material: any Disclosure or Discovery Material that is designated as 8 “CONFIDENTIAL.” 9 2.5. “CONFIDENTIAL” Information or Items: information regardless of how it is generated, 10 stored or maintained or tangible things that qualifies for protection under Federal Rule of Civil Procedure 26 11 (c).

A Party may designate as CONFIDENTIAL the following non-public information that is proprietary 12 and/or sensitive in nature: contracts entered into by Defendant; personally identifiable information of past 13 and present members of Defendant’s Board of Directors;

employment records of Defendant's past and 14 present executive directors, assistant executive directors, staff and agents; and financial records, 15 compensation, and W-2s of Defendant's past and present executive directors, assistant executive directors, 16 staff, and agents.

17 2.6. Redacted Material: information or tangible things that qualify for privacy protection under 18 Local Rule 140 including financial account numbers, Social Security numbers, and dates of birth. 19 2.7. Designating Party: a Party that designates materials, information, or items as 20 "CONFIDENTIAL" or Redacted Material. 21 2.8. Disclosure or Discovery Material: all items or information, regardless of the medium or 22 manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, 23 and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

24 2.9. Challenging Party: a Party that challenges the designation of information or items under this 25 Order. 26 2.10. Expert: a person with specialized knowledge or experience in a matter pertinent to the 27 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in 28 this action. 1 2.11. Professional Vendors: persons or entities that provide litigation support services (e.g., 2 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or 3 retrieving data in any form or medium) and their employees and subcontractors.

4 3. SCOPE 5 The protections conferred by this Stipulation and Order cover not only material identified by a 6 Designating Party (as defined above), but also (1) any information copied or extracted from the material; (2) 7 all copies, excerpts, summaries, or compilations of material; and (3) any testimony, conversations, or 8 presentations by Parties or their Counsel that might reveal the material.

However, the protections conferred 9 by this Stipulation and Order do not cover (a) any information that is in the public domain at the time of 10 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party 11 as a result of publication not involving a violation of this Order, including becoming part of the public record 12 through trial or otherwise; or (b) any information known to the Receiving Party prior to the disclosure or 13 obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully 14 and under no obligation of confidentiality to the Designating Party.

Any use of material identified by a 15 Designating Party at trial shall be governed by a separate agreement or order. 16 4. DURATION 17 Even after final disposition of this litigation, the confidentiality obligations imposed by this Order 18 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. 19 Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, 20 with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, 21

rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or 22 applications for extension of time pursuant to applicable law.

23 5. DESIGNATING PROTECTED MATERIAL 24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party that 25 designates information or items for protection under this Order must take care to limit any such designation 26 to specific material that qualifies under the appropriate standards.

The Designating Party must designate for 27 protection only those parts of material, documents, items, or oral or written communications that qualify – 28 so that other portions of the material, documents, items, or communications for which protection is not 1 warranted are not swept unjustifiably within the ambit of this Order. 2 Mass, indiscriminate, or routinized designations are prohibited.

Designations that are shown to be 3 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or delay 4 the case development process or to impose unnecessary expenses and burdens on other parties) expose the 5 Designating Party to sanctions. If it comes to a Designating Party's attention that information or items that it 6 designated for protection do not qualify for protection, that Designating Party must promptly notify all other 7 Parties that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Disclosure or Discovery Material that qualifies for 9 protection under this Order must be clearly so designated before the material is disclosed or produced. Since 10 Discovery has already commenced, Parties must designate all previously produced material covered by this 11 Order within 21 days of this filing. Designation in conformity with this Order requires: 12 (a) For information in documentary form (e.g., paper or electronic documents, but excluding 13 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend 14 "CONFIDENTIAL" to each page that contains protected material.

If only a portion or portions of the material 15 on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) 16 (e.g., by making appropriate markings in the margins). 17 A Party that makes original documents or materials available for inspection need not designate them 18 for protection until after the inspecting Party has indicated which material it would like copied and produced.

19 During the inspection and before the designation, all of the material made available for inspection shall be 20 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and 21 produced, the Producing Party must determine which documents, or portions thereof, qualify for protection 22 under this Order. Then, before producing

the specified documents, the Producing Party must affix the 23 “CONFIDENTIAL” legend to each page that contains Protected Material.

If only a portion or portions of the 24 material on a page qualifies for protection, the Producing Party also must clearly identify the protected 25 portion(s) (e.g., by making appropriate markings in the margins). 26 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the 27 Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all 28 protected testimony.

Additionally, once a deposition transcript has been finalized, for a period of thirty-days, 1 a Designating Party may deem “CONFIDENTIAL” any portion of a deposition transcript or testimony, 2 including any exhibits used during the deposition. 3 (c) for information produced in some form other than documentary and for any other tangible 4 items, that the Producing Party affix in a prominent place on the exterior of the container or containers in 5 which the information or item is stored the legend “CONFIDENTIAL.” If only a portion or portions of the 6 information or item warrant protection, the Producing Party, to the extent practicable, shall identify the 7 protected portion(s).

8 5.3 Redactions. If only a portion or portions of the material on a page contain Redacted Material 9 the Designating Party must redact the Redacted Material before the material is disclosed or produced. When 10 a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to 11 a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal 12 Rule of Civil Procedure 26(b)(5)(B).

13 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate 14 qualified information or items does not, standing alone, waive the Designating Party’s right to secure 15 protection under this Order for such material. Upon timely correction of a designation, the Receiving Party 16 must make reasonable efforts to assure that the material is treated in accordance with the provisions of this 17 Order.

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

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by 25 providing written notice of each designation it is challenging and describing the basis for each challenge. To 26 avoid ambiguity as to whether a challenge has been made, the written notice must

recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order.

The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice-to-voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice.

In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain confidentiality under Local Rules within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.

Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation.

In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party in

connection with this case only for prosecuting, defending, or attempting to settle this 1 litigation. Such Protected Material may be disclosed only to the categories of persons and under the 2 conditions described in this Order.

When the litigation has been terminated, a Receiving Party must comply 3 with the provisions of section 13 below (FINAL DISPOSITION). Protected Material must be stored and 4 maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to 5 the persons authorized under this Order. 6 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

Unless otherwise ordered by the 7 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or 8 item designated “CONFIDENTIAL” only to: 9 (a) the Receiving Party’s Counsel of Record in this action, as well as employees of said 10 Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who 11 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 12 (b) the officers, directors, and employees of the Receiving Party to whom disclosure is 13 reasonably necessary for this litigation; 14 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably 15 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” 16 (Exhibit A); 17 (d) the court and its personnel; 18 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and 19 Professional Vendors to whom disclosure is reasonably necessary for this litigation; 20 (f) during their depositions, witnesses in the action to whom disclosure is reasonably 21 necessary, unless otherwise agreed by the Designating Party or ordered by the court.

Pages of transcribed 22 deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by 23 the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective 24 Order; and 25 (g) the author or recipient of a document containing the information or a custodian or other 26 person who otherwise possessed or knew the information.

27 / / / 28 / / / 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER 1 LITIGATION 2 3 If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure 4 of any information or items designated in this action as “CONFIDENTIAL,” that Party must: 5 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of 6 the subpoena or court order; 7 (b) promptly notify in writing the party who caused the subpoena or order to issue in the other 8 litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order.

9 Such notification shall include a copy of this Stipulated Protective Order; and 10 (c) cooperate with respect to all reasonable procedures sought to be pursued by the 11 Designating Party whose Protected Material may be affected. 12 If the Designating Party timely seeks a protective order, the

Party served with the subpoena or court 13 order shall not produce any information designated in this action as “CONFIDENTIAL” before a 14 determination by the court from which the subpoena or order issued, unless the Party has obtained the 15 Designating Party’s permission.

The Designating Party shall bear the burden and expense of seeking 16 protection in that court of its confidential material – and nothing in these provisions should be construed as 17 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court. 18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS 19 LITIGATION 20 (a) The terms of this Order are applicable to information produced by a non-party in this action 21 and designated as “CONFIDENTIAL.” Such information produced by non-parties in connection with this 22 litigation is protected by the remedies and relief provided by this Order.

Nothing in these provisions should 23 be construed as prohibiting a non-party from seeking additional protections. 24 (b) In the event that a Party is required, by a valid discovery request, to produce a non-party’s 25 confidential information in its possession, and the Party is subject to an agreement with the non-party not to 26 produce the non-party’s confidential information, then the Party shall: 27 (1) promptly notify in writing the Requesting Party and the non-party that some or all of 28 the information requested is subject to a confidentiality agreement with a non-party; 1 (2) promptly provide the non-party with a copy of the Stipulated Protective Order in this 2 litigation, the relevant discovery request(s), and a reasonably specific description of the information 3 requested; and 4 (3) make the information requested available for inspection by the non-party.

5 (c) If the non-party fails to object or seek a protective order from this court within 14 days of 6 receiving the notice and accompanying information, the Receiving Party may produce the non-party’s 7 confidential information responsive to the discovery request. If the non-party timely seeks a protective order, 8 the Receiving Party shall not produce any information in its possession or control that is subject to the 9 confidentiality agreement with the non-party before a determination by the court.

Absent a court order to the 10 contrary, the non-party shall bear the burden and expense of seeking protection in this court of its Protected 11 Material. 12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to 14 any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party 15 must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best 16 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom 17 unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to 18 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A. 19 11.

MISCELLANEOUS 20 11.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its 21 modification by the court in the future. 22 11.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party 23 waives any right it otherwise would have to object to disclosing or producing any information or item on any 24 ground not addressed in this Stipulated Protective Order.

Similarly, no Party waives any right to object on 25 any ground to use in evidence of any of the material covered by this Protective Order. 26 11.3 Filing Protected Material. Without written permission from the Designating Party or a court 27 order secured after appropriate notice to all interested persons, a Party may not file in the public record in 28 this action any Protected Material.

A Party that seeks to file under seal any Protected Material must comply 1 with Local Rule 141. Protected Material may only be filed under seal pursuant to a court order authorizing 2 the sealing of the specific Protected Material at issue. If a Receiving Party's request to file Protected Material 3 under seal pursuant to Local Rule 141 is denied by the court, then the Receiving Party may file the 4 information in the public record unless otherwise instructed by the court.

5 12. FINAL DISPOSITION 6 Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving 7 Party must return all Protected Material to the Producing Party or destroy such material.

As used in this 8 subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other 9 format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or 10 destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the 11 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where 12 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party 13 has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing 14 any of the Protected Material.

Notwithstanding this provision, Counsel are entitled to retain an archival copy 15 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, 16 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, 17 even if such materials contain Protected Material.

Any such archival copies that contain or constitute 18 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION). 19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 20 21 DATED: June 17, 2025 By /s/ David R. Norton David R. Norton 22 Sabreen Noel Ben Salem 23 PORTER SCOTT Attorneys for Defendants ENVIRONMENTAL 24 ALTERNATIVES dba EA FAMILY SERVICES 25 26 / / / 27 / / / 28 / / / 1 DATED: June 17,

2025 By /s/ Nina Wasow (as authorized on 6/17/25) 2 Nina Wasow 3 FEINBERG, JACKSON, WORTHMAN, & WASOW, LLP Attorney for Plaintiff RODDY MAC 4 5 6 PURSUANT TO STIPULATION, IT IS SO ORDERED.

7 8 DATED: _____ THE
HONORABLE CHI SOO KIM 9 UNITED STATES DISTRICT JUDGE 10 11 12 13 14 15 16 17
18 19 20 21 22 23 24 25 26 27 28 1 EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT
TO BE BOUND 3 I, _____ [print or type full name], declare under
penalty of perjury that I have 4 read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District 5 Court for the Eastern District of California on
_____, 2025 in the case of Roddy Mac v. 6 Environmental Alternatives dba EA Family
Services, Case No. 2:24-cv-02702-DC-CSK.

I agree to comply 7 with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge 8 that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly 9 promise that I will not disclose in any manner
any information or item that is subject to this Stipulated 10 Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

11 I further agree to submit to the jurisdiction of the United States District Court for the Eastern
District 12 of California for the purpose of enforcing the terms of this Stipulated Protective Order,
even if such 13 enforcement proceedings occur after termination of this action. 14 15 Date:
_____ 16 City and State where sworn and signed:
_____ 17 Printed name: _____
18 Signature: _____ 19 20 21 22 23 24 25 26 27 28