

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Matthew D. Van Steenwyk v. Kedrin E. Van Steenwyk

Van Steenwyk v. Van Steenwyk · No. 2:24-cv-07401-FLA (AJRx) · Decided April 9, 2025

OPINION

Matthew D. Van Steenwyk v. Kedrin E. Van Steenwyk

PER CURIAM.

2 3 4

5 UNITED STATES DISTRICT COURT

6 CENTRAL DISTRICT OF CALIFORNIA

7 WESTERN DIVISION

8 9 MATTHEW D. VAN STEENWYK, Case No.: 2:24-cv-07401-FLA (AJRx) 10 Individually, as
Trustee and Beneficiary of The Matthew Van Steenwyk GST Hon. Fernando L. Aenlle-Rocha 11
T Isr su us et Tan rud s T t,h ae n M d aa st t Che ow -T V rua sn te S et e oe f n Tw hy ek 12
Gretchen Marie Van Steenwyk-Marsh [PROPOSED] STIPULATED GST Trust and The Gretchen
Marie Van PROTECTIVE ORDER 13 Steenwyk-Marsh Issue Trust;

GRETCHEN VAN STEENWYK-

MARSH, individually, 14 Plaintiffs, 15 v.

16 KEDRIN E. VAN STEENWYK,

Individually, as Successor Trustee of the 17 Donald H. Van Steenwyk and Elizabeth A. Van
Steenwyk 1996 Revocable Trust 18 and Survivor's Trust, and as Executor of the Estate of
Elizabeth Van Steenwyk; 19 DANIEL CARTER, Individually; KIERAN DUGGAN, Individually;
20 PAMELA PIERCE, Individually; JOSEPH MCCOY, Individually; S. 21 WESTLEY SHEDD,
Individually; STEPHEN ORR, Individually; 22 GORDON THOMSON, Individually; TRENTON
THORNOCK, Individually; 23 ROBERT KERR, Individually;

ADELAIDA CELLARS, INC., a

California corporation; APPLIED 24

TECHNOLOGIES ASSOCIATES,

INC., a California corporation; 25

SCIENTIFIC DRILLING

INTERNATIONAL, INC., a Texas 26 corporation; and ATA RANCHES, INC., a Delaware
corporation, and 27 DOES 1-10, inclusive, 28 Defendants.

1 1. GENERAL

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve 3 production of
confidential, proprietary, or private information for which special 4 protection from public

disclosure and from use for any purpose other than prosecuting 5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition 6 the Court to enter the following Stipulated Protective Order. The parties acknowledge 7 that this Order does not confer blanket protections on all disclosures or responses to 8 discovery and that the protection it affords from public disclosure and use extends only 9 to the limited information or items that are entitled to confidential treatment under the 10 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, 11 below, that this Stipulated Protective Order does not entitle them to file confidential 12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be 13 followed and the standards that will be applied when a party seeks permission from the 14 court to file material under seal. 15 1.2 Good Cause Statement. 16 This action is likely to involve trade secrets, customer and pricing information, 17 and other valuable research, development, commercial, financial, technical and/or 18 proprietary information for which special protection from public disclosure and from 19 use for any purpose other than prosecution of this action is warranted. Such confidential 20 and proprietary materials and information consist of, among other things, confidential 21 business or financial information, information regarding confidential business practices, 22 or other confidential research, development, or commercial information (including 23 information implicating privacy rights of third parties), information otherwise generally 24 unavailable to the public, or which may be privileged or otherwise protected from 25 disclosure under state or federal statutes, court rules, case decisions, or common law. 26 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of 27 disputes over confidentiality of discovery materials, to adequately protect information 28 the parties are entitled to keep confidential, to ensure that the parties are permitted 1 reasonable necessary uses of such material in preparation for and in the conduct of trial, 2 to address their handling at the end of the litigation, and serve the ends of justice, a 3 protective order for such information is justified in this matter. It is the intent of the 4 parties that information will not be designated as confidential for tactical reasons and 5 that nothing be so designated without a good faith belief that it has been maintained in a 6 confidential, non-public manner, and there is good cause why it should not be part of the 7 public record of this case.

8 2. DEFINITIONS

9 2.1 Action: this pending federal lawsuit. 10 2.2 Challenging Party: a Party or Non-Party that challenges the designation of 11 information or items under this Order. 12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how 13 it is generated, stored or maintained) or tangible things that qualify for protection under 14 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause 15 Statement. 16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 17 support staff). 18 2.5 Designating Party: a Party or Non-Party that designates information or 19 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.” 20 2.6 Disclosure or Discovery Material: all items or information, regardless of 21 the medium or manner in which it is generated, stored, or

maintained (including, among 22 other things, testimony, transcripts, and tangible things), that are produced or generated 23 in disclosures or responses to discovery in this matter. 24 2.7 Expert: a person with specialized knowledge or experience in a matter 25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an 26 expert witness or as a consultant in this Action. 27 2.8 House Counsel: attorneys who are employees of a party to this Action. 28 House Counsel does not include Outside Counsel of Record or any other outside counsel. 1 2.9 Non-Party: any natural person, partnership, corporation, association, or 2 other legal entity not named as a Party to this action. 3 2.10 Outside Counsel of Record: attorneys who are not employees of a party to 4 this Action but are retained to represent or advise a party to this Action and have 5 appeared in this Action on behalf of that party or are affiliated with a law firm that has 6 appeared on behalf of that party, including support staff. 7 2.11 Party: any party to this Action, including all of its officers, directors, 8 employees, consultants, retained experts, and Outside Counsel of Record (and their 9 support staffs). 10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 11 Discovery Material in this Action. 12 2.13 Professional Vendors: persons or entities that provide litigation support 13 services (e.g., photocopying, videotaping, translating, preparing exhibits or 14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and 15 their employees and subcontractors. 16 2.14 Protected Material: any Disclosure or Discovery Material that is designated

17 as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 19 from a Producing Party.

20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only Protected 22 Material (as defined above), but also (1) any information copied or extracted from 23 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected 24 Material; and (3) any testimony, conversations, or presentations by Parties or their 25 Counsel that might reveal Protected Material. 26 Any use of Protected Material at trial shall be governed by the orders of the trial 27 judge. This Order does not govern the use of Protected Material at trial. 28

1 4. DURATION

2 Once a case proceeds to trial, all of the court-filed information to be introduced 3 that was previously designated as confidential or maintained pursuant to this protective 4 order becomes public and will be presumptively available to all members of the public, 5 including the press, unless compelling reasons supported by specific factual findings to 6 proceed otherwise are made to the trial judge in advance of the trial. See *Kamakana v. 7 City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good 8 cause” showing for sealing documents produced in discovery from “compelling 9 reasons” standard when merits-related documents are part of court record). 10 Accordingly, the terms of this protective order do not govern Protected Material used or 11 introduced as an exhibit at the trial.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each 14 Party or Non-Party that designates information or items for protection under this Order 15 must take care to limit any such designation to specific material that qualifies under the 16 appropriate standards. The Designating Party must designate for protection only those 17 parts of material, documents, items, or oral or written communications that qualify so 18 that other portions of the material, documents, items, or communications for which 19 protection is not warranted are not swept unjustifiably within the ambit of this Order. 20 Mass, indiscriminate, or routinized designations are prohibited. Designations that 21 are shown to be clearly unjustified or that have been made for an improper purpose (e.g., 22 to unnecessarily encumber the case development process or to impose unnecessary 23 expenses and burdens on other parties) may expose the Designating Party to sanctions. 24 If it comes to a Designating Party's attention that information or items that it 25 designated for protection do not qualify for protection, that Designating Party must 26 promptly notify all other Parties that it is withdrawing the inapplicable designation. 27

5.2 Manner and Timing of Designations. Except as otherwise provided in this 28 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or 1 ordered, Disclosure or Discovery Material that qualifies for protection under this Order 2 must be clearly so designated before the material is disclosed or produced. 3 Designation in conformity with this Order requires: 4 (a) for information in documentary form (e.g., paper or electronic 5 documents, but excluding transcripts of depositions or other pretrial or trial 6 proceedings), that the Producing Party affix, at a minimum, the legend 7 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that 8 contains protected material. If only a portion or portions of the material on a page 9 qualifies for protection, the Producing Party also must clearly identify the protected 10 portion(s) (e.g., by making appropriate markings in the margins). 11 A Party or Non-Party that makes original documents available for inspection need 12 not designate them for protection until after the inspecting Party has indicated which 13 documents it would like copied and produced. During the inspection and before the 14 designation, all of the material made available for inspection shall be deemed 15 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants 16 copied and produced, the Producing Party must determine which documents, or portions 17 thereof, qualify for protection under this Order. Then, before producing the specified 18 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page 19 that contains Protected Material. If only a portion or portions of the material on a page 20 qualifies for protection, the Producing Party also must clearly identify the protected 21 portion(s) (e.g., by making appropriate markings in the margins). 22 (b) for testimony given in depositions that the Designating Party identify 23 the Disclosure or Discovery Material on the record, before the close of the deposition. 24 (c) for information produced in some form other than documentary and for 25 any other tangible items, that the Producing Party affix in a prominent place on the 26 exterior of the container or containers in which the information is stored the legend 27

“CONFIDENTIAL.” If only a portion or portions of the information warrants 28 1 protection, the Producing Party, to the extent practicable, shall identify the protected 2 portion(s). 3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure 4 to designate qualified information or items does not, standing alone, waive the 5 Designating Party’s right to secure protection under this Order for such material. Upon 6 timely correction of a designation, the Receiving Party must make reasonable efforts to 7 assure that the material is treated in accordance with the provisions of this Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation 10 of confidentiality at any time that is consistent with the Court’s Scheduling Order. 11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution 12 process under Local Rule 37-1, et seq. Any discovery motion must strictly comply with 13 the procedures set forth in Local Rules 37-1, 37-2, and 37-3. 14 6.3 Burden. The burden of persuasion in any such challenge proceeding shall 15 be on the Designating Party. Frivolous challenges, and those made for an improper 16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) 17 may expose the Challenging Party to sanctions. Unless the Designating Party has 18 waived or withdrawn the confidentiality designation, all parties shall continue to afford 19 the material in question the level of protection to which it is entitled under the Producing 20 Party’s designation until the Court rules on the challenge.

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is 23 disclosed or produced by another Party or by a Non-Party in connection with this Action 24 only for prosecuting, defending, or attempting to settle this Action. Such Protected 25 Material may be disclosed only to the categories of persons and under the conditions 26 described in this Order. When the Action has been terminated, a Receiving Party must 27 comply with the provisions of section 13 below (FINAL DISPOSITION). 28 1 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 3 authorized under this Order. 4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise 5 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party 6 may disclose any information or item designated “CONFIDENTIAL” only to: 7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well 8 as employees of said Outside Counsel of Record to whom it is reasonably necessary to 9 disclose the information for this Action; 10 (b) the officers, directors, and employees (including House Counsel) of the 11 Receiving Party to whom disclosure is reasonably necessary for this Action; 12 (c) Experts (as defined in this Order) of the Receiving Party to whom 13 disclosure is reasonably necessary for this Action and who have signed the 14 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 15 (d) the Court and its personnel; 16 (e) court reporters and their staff; 17 (f) professional jury or trial consultants, mock jurors, and Professional 18 Vendors to whom disclosure is

reasonably necessary for this Action and who have 19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 20 (g) the author or recipient of a document containing the information or a 21 custodian or other person who otherwise possessed or knew the information; 22 (h) during their depositions, witnesses, and attorneys for witnesses, in the 23 Action to whom disclosure is reasonably necessary provided: (1) the deposing party 24 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will 25 not be permitted to keep any confidential information unless they sign the 26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed 27 by the Designating Party or ordered by the Court. Pages of transcribed deposition 28 testimony or exhibits to depositions that reveal Protected Material may be separately 1 bound by the court reporter and may not be disclosed to anyone except as permitted 2 under this Stipulated Protective Order; and 3 (i) any mediator or settlement officer, and their supporting personnel, 4 mutually agreed upon by any of the parties engaged in settlement discussions.

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

7 If a Party is served with a subpoena or a court order issued in other litigation that 8 compels disclosure of any information or items designated in this Action as 9 “CONFIDENTIAL,” that Party 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 14 is subject to this Protective Order. Such notification shall include a copy of this 15 Stipulated Protective Order; and 16 (c) cooperate with respect to all reasonable procedures sought to be pursued by 17 the Designating Party whose Protected Material may be affected. 18 If the Designating Party timely seeks a protective order, the Party served with the 19 subpoena or court order shall not produce any information designated in this action as 20 “CONFIDENTIAL” before a determination by the court from which the subpoena or 21 order issued, unless the Party has obtained the Designating Party’s permission. The 22 Designating Party shall bear the burden and expense of seeking protection in that court 23 of its confidential material and nothing in these provisions should be construed as 24 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive 25 from another court. 26 27 28

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-Party 4 in this Action and designated as “CONFIDENTIAL.” Such information produced by 5 Non-Parties in connection with this litigation is protected by the remedies and relief 6 provided by this Order. Nothing in these provisions should be construed as prohibiting 7 a Non-Party from seeking additional protections. 8 (b) In the event that a Party is required, by a valid discovery request, to produce a 9 Non-Party’s confidential information in its possession, and the Party is subject to an

10 agreement with the Non-Party not to produce the Non-Party's confidential information, 11 then the Party shall: 12 (1) promptly notify in writing the Requesting Party and the Non-Party that 13 some or all of the information requested is subject to a confidentiality agreement with a 14 Non-Party; 15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective 16 Order in this Action, the relevant discovery request(s), and a reasonably specific 17 description of the information requested; and 18 (3) make the information requested available for inspection by the Non- 19 Party, if requested. 20 (c) If the Non-Party fails to seek a protective order from this Court within 14 days 21 of receiving the notice and accompanying information, the Receiving Party may produce 22 the Non-Party's confidential information responsive to the discovery request. If the 23 Non-Party timely seeks a protective order, the Receiving Party shall not produce any 24 information in its possession or control that is subject to the confidentiality agreement 25 with the Non-Party before a determination by the Court. Absent a court order to the 26 contrary, the Non-Party shall bear the burden and expense of seeking protection in this 27 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 writing 5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve 6 all unauthorized copies of the Protected Material, (c) inform the person or persons to 7 whom unauthorized disclosures were made of all the terms of this Order, and (d) request 8 such person or persons to execute the "Acknowledgment and Agreement to Be Bound" 9 that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

11 PROTECTED MATERIAL

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

21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any 23 person to seek its modification by the Court in the future. 24 12.2 Right to Assert Other Objections. By stipulating to the entry of this 25 Protective Order, no Party waives any right it otherwise would have to object to 26 disclosing or producing any information or item on any ground not addressed

in this 27 Stipulated Protective Order. Similarly, no Party waives any right to object on any 28 ground to use in evidence of any of the material covered by this Protective Order. 1 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected 2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed 3 under seal pursuant to a court order authorizing the sealing of the specific Protected 4 Material at issue; good cause must be shown in the request to file under seal. If a Party's 5 request to file Protected Material under seal is denied by the Court, then the Receiving 6 Party may file the information in the public record unless otherwise instructed by the 7 Court.

8 13. FINAL DISPOSITION

9 After the final disposition of this Action, which includes the exhaustion or 10 expiration of any appellate rights, within 60 days of a written request by the Designating 11 Party, each Receiving Party must return all Protected Material to the Producing Party or 12 destroy such material. As used in this subdivision, "all Protected Material" includes all 13 copies, abstracts, compilations, summaries, and any other format reproducing or 14 capturing any of the Protected Material. Whether the Protected Material is returned or 15 destroyed, the Receiving Party must submit a written certification to the Producing Party 16 (and, if not the same person or entity, to the Designating Party) by the 60 day deadline 17 that (1) identifies (by category, where appropriate) all the Protected Material that was 18 returned or destroyed, and (2) affirms that the Receiving Party has not retained any 19 copies, abstracts, compilations, summaries or any other format reproducing or capturing 20 any of the Protected Material. Notwithstanding this provision, counsel are entitled to 21 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing 22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert 23 reports, attorney work product, and consultant and expert work product, even if such 24 materials contain Protected Material. Any such archival copies that contain or constitute 25 Protected Material remain subject to this Protective Order as set forth in Section 4 26 (DURATION). 27 // 28 //

1 14. VIOLATION OF ORDER

2 Any violation of this Order may be punished by any and all appropriate measures 3 including, without limitation, contempt proceedings and/or monetary sanctions. 4 5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 6 7 Dated: April 9, 2025 UMHOFFER, MITCHELL & KING LLP 8 /s/ Matthew Donald Umhofer 9 Matthew Donald Umhofer, Esq. J. Anthony King, Esq. 10 Diane H. Bang, Esq. 11 Attorneys for Plaintiffs 12 Pursuant to Local Rule 5-4.3.4(a)(2)(i) I, Matthew Donald Umhofer, the filing 13 attorney, attest that the other signatories on whose behalf this filing is submitted concur in the filing's content and have authorized the filing. 14 15 /s/ Matthew Donald Umhofer Matthew Donald Umhofer, Esq. 16 Dated: April 9, 2025 DECHERT LLP 17 18 /s/ Michael D. Doluisio Michael S. Doluisio 19 Jay Bhimani 20 Attorneys for Defendant Kedrin E. Van Steenwyk 21 22 Dated: April 9, 2025 SHEPPARD MULLIN RICHTER &

HAMPTON LLP

23 24 /s/ James M. Glassman James M. Glassman 25 Valerie E. Alter Whitney Jones Roy 26
Attorneys for Defendant Kedrin E. Van 27 Steenwyk in her capacities as Executor of the Estate of
Elizabeth Van Steenwyk and as 28 Successor Trustee of the Donald H. Van 1 Adelaida Cellars,
Inc. 2 3 Dated: April 9, 2025 PROSKAUER ROSE LLP 4 /s/ Emily H. Kline 5 Jonathan M. Weiss
Kevin Abikoff 6 Mark D. Harris Adam Deming 7 Emily H. Kline 8 Attorneys for Defendants
Gordon Thomson, Pamela Pierce, Joseph McCoy. and Stephen 9 M. Orr 10 Dated: April 9, 2025
HOLLAND & KNIGHT 11 /s/ John F. Wood 12 John F. Wood Brendan H. Connors 13 Attorneys
for Defendants Daniel, Carter 14 Kieran Duggan and S. Westley Shedd 15 Dated: April 9, 2025
GREGOR | WYNNE | ARNEY, PLLC 16 /s/ Lance C. Arney 17 Lance C. Arney Thomas M.
Gregor 18 Attorneys for Defendant Trenton Thornock 19 Dated: April 9, 2025 GRAY REED &
MCGRAW LLP 20 21 /s/ Christopher A. Davis London England 22 D. Scott Funk Christopher A.
Davis 23 Attorneys for Defendants Applied 24 Technologies Associates, Inc., Scientific Drilling
International, Inc. and ATA Ranches, 25 Inc. 26 27 28 1 || Dated: April 9, 2025 LEWIS BRISBOIS
BISGAARD &

SMITH LLP

3 /s/ Julian Quattlebaum IV 4 i nes K Ounttlebaum IV 5 Attorneys for Defendant Robert Kerr
6 7 8 || FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 9

10 || DATED:_4/9/25 UMA

U1 matieer 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 14

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 4 I, _____ [full name], of _____ [full 5 address],
declare under penalty of perjury that I have read in its entirety and 6 understand the Stipulated
Protective Order that was issued by the United States District 7 Court for the Central District of
California on _____ [date] in the case of 8 _____ [insert case name and number].
I agree to comply with and to be 9 bound by all the terms of this Stipulated Protective Order and I
understand and 10 acknowledge that failure to so comply could expose me to sanctions and
punishment in 11 the nature of contempt. I solemnly promise that I will not disclose in any
manner any 12 information or item that is subject to this Stipulated Protective Order to any person
or 13 entity except in strict compliance with the provisions of this Order. 14 I further agree to
submit to the jurisdiction of the United States District Court for 15 the Central District of
California for the purpose of enforcing the terms of this 16 Stipulated Protective Order, even if
such enforcement proceedings occur after 17 termination of this action. I hereby appoint
_____ [full 18 name] of
_____ [full address and 19 telephone number] as my
California agent for service of process in connection with 20 this action or any proceedings related
to enforcement of this Stipulated Protective 21 Order. 22 Date:

_____ 28

23 City and State where signed:
24 25 Printed name:
26 27 Signature: