

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Marie T. Wryn v. Oliphant Financial LLC

Wryn v. Oliphant Financial LLC · No. 2:24-cv-10211-JWH-E · Decided August 12, 2025

SUMMARY

This document is a stipulated protective order entered by the United States District Court for the Central District of California in Wryn v. Oliphant Financial, LLC, Case No. 2:24-cv-10211-JWH-E. It governs the designation, handling, disclosure, challenge, filing under seal, and ultimate return or destruction of confidential discovery materials, and was stipulated and ordered on August 12, 2025.

OPINION

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STATES DISTRICT COURT 10 CENTRAL DISTRICT OF CALIFORNIA 11 MARIE T.
WRYN, 12 Case No. 2:24-cv-10211-JWH-E Plaintiff, 13 v. STIPULATED PROTECTIVE 14
OLIPHANT FINANCIAL, LLC, ORDER 15 Defendant.

16 17 18 1. INTRODUCTION 19 1.1 Purposes and Limitations. Discovery in this action is likely
to involve 20 production of confidential, proprietary, or private information for which special 21
protection from public disclosure and from use for any purpose other than 22 prosecuting this
litigation may be warranted.

Accordingly, the parties hereby 23 stipulate to and petition the court to enter the following
Stipulated Protective Order. 24 The parties acknowledge that this Order does not confer blanket
protections on all 25 disclosures or responses to discovery and that the protection it affords from
public 26 disclosure and use extends only to the limited information or items that are entitled 27 to
confidential treatment under the applicable legal principles.

1 1.2 Good Cause Statement. 2 This action is likely to involve trade secrets, sensitive personal
identifying 3 information, credit reporting information, consumer data, internal policies and 4
procedures, and other valuable commercial, financial, technical and/or proprietary 5 information
for which special protection from public disclosure and from use for 6 any purpose other than
prosecution of this action is warranted.

Such confidential 7 and proprietary materials and information consist of, among other things, 8
confidential business or financial information, information regarding confidential 9 business

practices, or other confidential research, development, or commercial 10 information (including information implicating privacy rights of third parties), 11 information otherwise generally unavailable to the public, or which may be 12 privileged or otherwise protected from disclosure under state or federal statutes, 13 court rules, case decisions, or common law.

Accordingly, to expedite the flow of 14 information, to facilitate the prompt resolution of disputes over confidentiality of 15 discovery materials, to adequately protect information the parties are entitled to keep 16 confidential, to ensure that the parties are permitted reasonable necessary uses of 17 such material in preparation for and in the conduct of trial, to address their handling 18 at the end of the litigation, and serve the ends of justice, a protective order for such 19 information is justified in this matter.

It is the intent of the parties that information 20 will not be designated as confidential for tactical reasons and that nothing be so 21 designated without a good faith belief that it has been maintained in a confidential, 22 non-public manner, and there is good cause why it should not be part of the public 23 record of this case. 24 1.3 Acknowledgment of Procedure for Filing Under Seal.

The parties 25 further acknowledge, as set forth in Section 12.3, below, that this Stipulated 26 Protective Order does not entitle them to file confidential information under seal; 27 Local Rule 79-5 sets forth the procedures that must be followed and the standards 1 that will be applied when a party seeks permission from the court to file material 2 under seal.

3 There is a strong presumption that the public has a right of access to judicial 4 proceedings and records in civil cases. In connection with non-dispositive motions, 5 good cause must be shown to support a filing under seal. See *Kamakana v. City 6 and Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of 7 Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir.

2002), *Makar- 8 Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated 9 protective orders require good cause showing), and a specific showing of good 10 cause or compelling reasons with proper evidentiary support and legal justification, 11 must be made with respect to Protected Material that a party seeks to file under 12 seal.

The parties' mere designation of Disclosure or Discovery Material as 13 CONFIDENTIAL does not—without the submission of competent evidence by 14 declaration, establishing that the material sought to be filed under seal qualifies as 15 confidential, privileged, or otherwise protectable—constitute good cause. 16 Further, if a party requests sealing related to a dispositive motion or trial, 17 then compelling reasons, not only good cause, for the sealing must be shown, and 18 the relief sought shall be narrowly tailored to serve the specific interest to be 19 protected.

See *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed 21 or introduced under seal in connection with a dispositive motion or trial, the party 22 seeking protection must articulate compelling reasons, supported by specific facts 23 and legal justification, for the requested sealing order.

Again, competent evidence 24 supporting the application to file documents under seal must be provided by 25 declaration. 26 Any document that is not confidential, privileged, or otherwise protectable in 27 its entirety will not be filed under seal if the confidential portions can be redacted. 1 only the confidential, privileged, or otherwise protectable portions of the document, 2 shall be filed.

Any application that seeks to file documents under seal in their 3 entirety should include an explanation of why redaction is not feasible. 4 5 2. DEFINITIONS 6 2.1 Action: *Wryn v. Oliphant Financial, LLC*, Case No. 2:24-cv-10211- 7 JWH-E. 8 2.2 Challenging Party: a Party or Non-Party that challenges the designation 9 of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of 11 how it is generated, stored or maintained) or tangible things that qualify for 12 protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified 13 above in the Good Cause Statement.

14 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as 15 their support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information or 17 items that it produces in disclosures or in responses to discovery as 18 “CONFIDENTIAL.” 19 2.6 Disclosure or Discovery Material: all items or information, regardless 20 of the medium or manner in which it is generated, stored, or maintained (including, 21 among other things, testimony, transcripts, and tangible things), that are produced or 22 generated in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter 24 pertinent to the litigation who has been retained by a Party or its counsel to serve as 25 an expert witness or as a consultant in this Action. 26 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses 27 in this Action, with or without prejudice; and (2) final judgment herein after the 1 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of 2 this Action, including the time limits for filing any motions or applications for 3 extension of time pursuant to applicable law.

4 2.9 In-House Counsel: attorneys who are employees of a party to this 5 Action. In-House Counsel does not include Outside Counsel of Record or any other 6 outside counsel. 7 2.10 Non-Party: any natural person, partnership, corporation, association, or 8 other legal entity not named as a Party to this action. 9 2.11 Outside Counsel of Record: attorneys who are not employees of a

party 10 to this Action but are retained to represent or advise a party to this Action and have 11 appeared in this Action on behalf of that party or are affiliated with a law firm which 12 has appeared on behalf of that party, and includes support staff.

13 2.12 Party: any party to this Action, including all of its officers, directors, 14 employees, consultants, retained experts, and Outside Counsel of Record (and their 15 support staffs). 16 2.13 Producing Party: a Party or Non-Party that produces Disclosure or 17 Discovery Material in this Action. 18 2.14 Professional Vendors: persons or entities that provide litigation- 19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or 20 demonstrations, and organizing, storing, or retrieving data in any form or medium) 21 and their employees and subcontractors.

22 2.15 Protected Material: any Disclosure or Discovery Material that is 23 designated as “CONFIDENTIAL.” 24 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material 25 from a Producing Party. 26 27 1 3. SCOPE 2 The protections conferred by this Stipulation and Order cover not only 3 Protected Material (as defined above), but also (1) any information copied or 4 extracted from Protected Material; (2) all copies, excerpts, summaries, or 5 compilations of Protected Material; and (3) any testimony, conversations, or 6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the 8 trial judge. This Stipulated Protective Order does not govern the use of Protected 9 Material at trial. 10 11 4. TRIAL AND DURATION 12 The terms of this Stipulated Protective Order apply through Final Disposition 13 of the Action. 14 Once a case proceeds to trial, information that was designated as 15 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and 16 used or introduced as an exhibit at trial becomes public and will be presumptively 17 available to all members of the public, including the press, unless compelling 18 reasons supported by specific factual findings to proceed otherwise are made to the 19 trial judge in advance of the trial.

See Kamakana, 447 F.3d at 1180–81 20 (distinguishing “good cause” showing for sealing documents produced in discovery 21 from “compelling reasons” standard when merits-related documents are part of 22 court record).

Accordingly, for such materials, the terms of this Stipulated 23 Protective Order do not extend beyond the commencement of the trial. 24 Even after Final Disposition of this litigation, the confidentiality obligations 25 imposed by this Stipulated Protective Order shall remain in effect until a 26 Designating Party agrees otherwise in writing or a court order otherwise directs.

27 1 5. DESIGNATING PROTECTED MATERIAL 2 5.1 Exercise of Restraint and Care in Designating Material for Protection. 3 Each Party or Non-Party that designates information or

items for protection under 4 this Order must take care to limit any such designation to specific material that 5 qualifies under the appropriate standards.

The Designating Party must designate for 6 protection only those parts of material, documents, items, or oral or written 7 communications that qualify so that other portions of the material, documents, 8 items, or communications for which protection is not warranted are not swept 9 unjustifiably within the ambit of this Order. 10 Mass, indiscriminate, or routinized designations are prohibited.

Designations 11 that are shown to be clearly unjustified or that have been made for an improper 12 purpose (e.g., to unnecessarily encumber the case development process or to 13 impose unnecessary expenses and burdens on other parties) may expose the 14 Designating Party to sanctions. 15 If it comes to a Designating Party's attention that information or items that it 16 designated for protection do not qualify for protection, that Designating Party must 17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in 19 this Stipulated Protective Order (see, e.g., second paragraph of section 5.2(a) 20 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that 21 qualifies for protection under this Stipulated Protective Order must be clearly so 22 designated before the material is disclosed or produced.

23 Designation in conformity with this Stipulated Protective Order requires: 24 (a) for information in documentary form (e.g., paper or electronic 25 documents, but excluding transcripts of depositions or other pretrial or trial 26 proceedings), that the Producing Party affix at a minimum, the legend 27 "CONFIDENTIAL" to each page that contains protected material.

If only a 1 portion or portions of the material on a page qualifies for protection, the Producing 2 Party also must clearly identify the protected portion(s) (e.g., by making 3 appropriate markings in the margins). 4 A Party or Non-Party that makes original documents available for inspection 5 need not designate them for protection until after the inspecting Party has indicated 6 which documents it would like copied and produced.

During the inspection and 7 before the designation, all of the material made available for inspection shall be 8 deemed CONFIDENTIAL. After the inspecting Party has identified the documents 9 it wants copied and produced, the Producing Party must determine which 10 documents, or portions thereof, qualify for protection under this Stipulated 11 Protective Order.

Then, before producing the specified documents, the Producing 12 Party must affix the "CONFIDENTIAL" legend to each page that contains 13 Protected Material. If only a portion or portions of the material on a page qualifies 14 for protection, the Producing Party also must clearly identify the protected 15 portion(s) (e.g., by making appropriate markings in the margins).

16 (b) for testimony given in depositions that the Designating Party identify 17 the Disclosure or Discovery Material on the record, before the close of the 18 deposition all protected testimony. 19 (c) for information produced in some form other than documentary and 20 for any other tangible items, that the Producing Party affix in a prominent place on 21 the exterior of the container or containers in which the information is stored the 22 “CONFIDENTIAL” legend.

If only a portion or portions of the information 23 warrants protection, the Producing Party, to the extent practicable, shall identify the 24 protected portion(s). 25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 26 failure to designate qualified information or items does not, standing alone, waive 27 the Designating Party’s right to secure protection under this Order for such material.

1 efforts to assure that the material is treated in accordance with the provisions of this 2 Stipulated Protective Order. 3 4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 6 designation of confidentiality at any time that is consistent with the court’s 7 Scheduling Order. 8 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute 9 resolution process under Local Rule 37.1 et seq. 10 6.3 The burden of persuasion in any such challenge proceeding shall be on 11 the Designating Party. Frivolous challenges, and those made for an improper 12 purpose (e.g., to harass or impose unnecessary expenses and burdens on other 13 parties) may expose the Challenging Party to sanctions.

Unless the Designating 14 Party has waived or withdrawn the confidentiality designation, all parties shall 15 continue to afford the material in question the level of protection to which it is 16 entitled under the Producing Party’s designation until the court rules on the 17 challenge. 18 19 7. ACCESS TO AND USE OF PROTECTED MATERIAL 20 7.1 Basic Principles.

A Receiving Party may use Protected Material that 21 is disclosed or produced by another Party or by a Non-Party in connection with this 22 Action only for prosecuting, defending, or attempting to settle this Action. Such 23 Protected Material may be disclosed only to the categories of persons and under the 24 conditions described in this Order. When the Action reaches a Final Disposition, a 25 Receiving Party must comply with the provisions of section 13 below.

26 27 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 Stipulated Protective Order. 4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless 5 otherwise ordered by the court or permitted in writing by the Designating Party, a 6 Receiving Party may disclose any information or item designated 7 “CONFIDENTIAL” only: 8 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as 9 well as employees of said Outside Counsel of Record to whom it is reasonably 10 necessary to disclose the information for

this Action; 11 (b) to the officers, directors, and employees (including In-House Counsel) 12 of the Receiving Party to whom disclosure is reasonably necessary for this Action; 13 (c) to Experts (as defined in this Order) of the Receiving Party to whom 14 disclosure is reasonably necessary for this Action and who have signed the 15 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 16 (d) to the court and its personnel; 17 (e) to court reporters and their staff; 18 (f) to professional jury or trial consultants, mock jurors, and Professional 19 Vendors to whom disclosure is reasonably necessary for this Action and who have 20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 21 (g) to the author or recipient of a document containing the information or 22 a custodian or other person who otherwise possessed or knew the information; 23 (h) during their depositions, to witnesses, and attorneys for witnesses, in 24 the Action to whom disclosure is reasonably necessary, provided: (1) the deposing 25 party requests that the witness sign the “Acknowledgment and Agreement to Be 26 Bound” (Exhibit A); and (2) the witness will not be permitted to keep any 27 confidential information unless they sign the “Acknowledgment and Agreement to 1 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or 2 ordered by the court.

Pages of transcribed deposition testimony or exhibits to 3 depositions that reveal Protected Material may be separately bound by the court 4 reporter and may not be disclosed to anyone except as permitted under this 5 Stipulated Protective Order; and 6 (i) to any mediator or settlement officer, and their supporting personnel, 7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED 10 PRODUCED IN OTHER LITIGATION 11 If a Party is served with a subpoena or a court order issued in other litigation 12 that compels disclosure of any information or items designated in this Action as 13 “CONFIDENTIAL,” that Party must: 14 (a) promptly notify in writing the Designating Party. Such notification 15 shall include a copy of the subpoena or court order; 16 (b) promptly notify in writing the party who caused the subpoena or order 17 to issue in the other litigation that some or all of the material covered by the 18 subpoena or order is subject to this Protective Order.

Such notification shall include 19 a copy of this Stipulated Protective Order; and 20 (c) cooperate with respect to all reasonable procedures sought to be 21 pursued by the Designating Party whose Protected Material may be affected. 22 If the Designating Party timely seeks a protective order, the Party served 23 with the subpoena or court order shall not produce any information designated in 24 this action as “CONFIDENTIAL” before a determination by the court from which 25 the subpoena or order issued, unless the Party has obtained the Designating Party’s 26 permission.

The Designating Party shall bear the burden and expense of seeking 27 protection in that court of its confidential material and nothing in these provisions 1 should be construed as authorizing or encouraging a Receiving Party in this Action 2 to disobey a lawful directive from another court. 3

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE 5 PRODUCED IN THIS
LITIGATION 6 9.1 Application.

The terms of this Stipulated Protective Order are 7 applicable to information produced by a Non-
Party in this Action and designated as 8 "CONFIDENTIAL." Such information produced by Non-
Parties in connection with 9 this litigation is protected by the remedies and relief provided by this
Order. 10 Nothing in these provisions should be construed as prohibiting a Non-Party from 11
seeking additional protections.

12 9.2 Notification. In the event that a Party is required, by a valid discovery 13 request, to
produce a Non-Party's confidential information in its possession, and the 14 Party is subject to an
agreement with the Non-Party not to produce the Non- 15 Party's confidential information, then
the Party shall: 16 (a) promptly notify in writing the Requesting Party and the Non-Party 17 that
some or all of the information requested is subject to a confidentiality 18 agreement with a Non-
Party; and 19 (b) make the information requested available for inspection by the Non- 20 Party, if
requested.

21 9.3 Conditions of Production. If the Non-Party fails to seek a protective 22 order from this
court within 14 days of receiving the notice and accompanying 23 information, the Receiving
Party may produce the Non-Party's confidential 24 information responsive to the discovery
request. If the Non-Party timely seeks a 25 protective order, the Receiving Party shall not produce
any information in its 26 possession or control that is subject to the confidentiality agreement with
the Non- 27 Party before a determination by the court.

Absent a court order to the contrary, the 1 Protected Material. 2 3 10. UNAUTHORIZED
DISCLOSURE OF PROTECTED MATERIAL 4 If a Receiving Party learns that, by inadvertence
or otherwise, it has 5 disclosed Protected Material to any person or in any circumstance not
authorized 6 under this Stipulated Protective Order, the Receiving Party must immediately (a) 7
notify in writing the Designating Party of the unauthorized disclosures, (b) use its 8 best efforts to
retrieve all unauthorized copies of the Protected Material, (c) inform 9 the person or persons to
whom unauthorized disclosures were made of all the terms 10 of this Order, and (d) request such
person or persons to execute the 11 "Acknowledgment and Agreement to Be Bound" (Exhibit A).

12 13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 14
PROTECTED MATERIAL 15 When a Producing Party gives notice to Receiving Parties that
certain 16 inadvertently produced material is subject to a claim of privilege or other 17 protection,
the obligations of the Receiving Parties are those set forth in Rule 18 26(b)(5)(B) of the Federal
Rules of Civil Procedure.

This provision is not intended 19 to modify whatever procedure may be established in an e-
discovery order that 20 provides for production without prior privilege review. Pursuant to Rules

502(d) 21 and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement 22 on the effect of disclosure of a communication or information covered by the 23 attorney-client privilege or work product protection, the parties may incorporate 24 their agreement in the stipulated protective order submitted to the court.

25 26 27 1 12. MISCELLANEOUS 2 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order 3 abridges the right of any person to seek its modification by the court in the future. 4 12.2 Right to Assert Other Objections. By stipulating to the entry of this 5 Stipulated Protective Order no Party waives any right it otherwise would have to 6 object to disclosing or producing any information or item on any ground not 7 addressed in this Stipulated Protective Order.

Similarly, no Party waives any right 8 to object on any ground to use in evidence of any of the material covered by this 9 Stipulated Protective Order. 10 12.3 Filing Protected Material. A Party that seeks to file under seal any 11 Protected Material must comply with Local Rule 79-5. Protected Material may 12 only be filed under seal pursuant to a court order authorizing the sealing of the 13 specific Protected Material at issue.

If a Party's request to file Protected Material 14 under seal is denied by the court, then the Receiving Party may file the information 15 in the public record unless otherwise instructed by the court. 16 17 13. FINAL DISPOSITION 18 After the Final Disposition of this Action, as defined in paragraph 4, within 19 60 days of a written request by the Designating Party, each Receiving Party must 20 return all Protected Material to the Producing Party or destroy such material.

As 21 used in this subdivision, "all Protected Material" includes all copies, abstracts, 22 compilations, summaries, and any other format reproducing or capturing any of the 23 Protected Material. Whether the Protected Material is returned or destroyed, the 24 Receiving Party must submit a written certification to the Producing Party (and, if 25 not the same person or entity, to the Designating Party) by the 60 day deadline that 26 (1) identifies (by category, where appropriate) all the Protected Material that was 27 returned or destroyed and (2) affirms that the Receiving Party has not retained any 1 copies, abstracts, compilations, summaries or any other format reproducing or 2 capturing any of the Protected Material.

Notwithstanding this provision, Counsel is 3 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, 4 and hearing transcripts, legal memoranda, correspondence, deposition and trial 5 exhibits, expert reports, attorney work product, and consultant and expert work 6 product, even if such materials contain Protected Material. Any such archival 7 copies that contain or constitute Protected Material remain subject to this Protective 8 Order as set forth in Section 4.

9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 1 || 14. VIOLATION 2 Any violation of
this Stipulated Protective Order may be punished by any 3 || and all appropriate measures
including, without limitation, contempt proceedings 4 || and/or monetary sanctions. 5 6 || ITISSO
STIPULATED, THROUGH COUNSEL OF RECORD. 7 8 DATED: August 12, 2025 /s/
Alexander Taylor 9 Alexander Taylor, Esq.

Sulaiman Law Group, LTD. 10 Attorney for Plaintiff 12 13 DATED: August 12, 2025 /s/ R. Paul
Barkes R. Paul Barkes, Esq. 14 Barkes Law APC 15 6 Attorney for Defendant 17 18 9 FOR
GOOD CAUSE SHOWN, IT IS SO ORDERED. 20 (LZZEEAZA DATED: August 12, 2025 _
—— Hon. Charles F. Eick 22 United States Magistrate Judge 23 24 25 26 27 28 1 SIGNATURE
ATTESTATION 2 Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer attests that all other 3
signatories listed, and on whose behalf the filing is submitted, concur in the filing's 4 content and
have authorized the filing.

5 6 Dated: August 12, 2025 By: /s/ R. Paul Barkes 7 R. Paul Barkes, Esq. 8 Barkes Law APC 9
Attorney for Defendant 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 1 EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 2 3 I,
_____ [print or type full name], of 4 _____ [print or type
full address], declare under penalty of 5 perjury that I have read in its entirety and understand the
Stipulated Protective 6 Order that was issued by the United States District Court for the Central
District 7 of California on [date] in the case of Wryn v. Oliphant Financial, LLC, Case 8 No. 2:24-
cv-10211-JWH-E.

I agree to comply with and to be bound by all the 9 terms of this Stipulated Protective Order and I
understand and acknowledge that 10 failure to so comply could expose me to sanctions and
punishment in the nature of 11 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 13
person or 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 15 Court for the
Central District of California for the purpose of enforcing the terms 16 of this Stipulated
Protective Order, even if such enforcement proceedings occur 17 after termination of this action. I
hereby appoint _____ 18 [print or type full name] of _____ [print or
type full address and 19 telephone number] as my California agent for service of process in
connection 20 with this action or any proceedings related to enforcement of this Stipulated 21
Protective Order.

22 Date: _____ 23 City and State where sworn and signed:
_____ 24 Printed name: _____ 25
Signature: _____ 26 27

