

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Daniel Miranda v. County of Riverside, Cory Tobin, Maritza Mares,
Saxon Brause, and Does 1 through 50, Inclusive

No. 5:24-cv-02394-SSS-DTB, United States District Court for the Central District of California (July 1, 2025)

SUMMARY

This document is a stipulated protective order entered in Daniel Miranda v. County of Riverside, a federal civil action in the Central District of California. It governs the designation, handling, disclosure, challenge, filing, and final disposition of confidential discovery materials, including personnel, medical, investigative, and law-enforcement records.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	David T. Bristow
DECIDED	July 1, 2025
DOCKET	5:24-cv-02394-SSS-DTB
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to a proposed protective order governing confidential discovery materials and submitted it to the court for approval.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- discovery dispute
- civil procedure
- police misconduct
- civil rights

PRACTICE AREAS

- Civil procedure
- Civil rights litigation
- Discovery and confidentiality

QUESTIONS PRESENTED

1. Whether good cause existed to enter the parties' stipulated protective order governing confidential discovery materials.

2. What restrictions and procedures should govern the designation, use, disclosure, challenge, filing, and disposition of protected discovery materials.

HOLDINGS

1. For good cause shown, the court entered the parties' stipulated protective order governing confidential discovery materials in the action.

KEY QUOTATIONS

“Once a case proceeds to trial, all of the information that was designated as confidential or maintained pursuant to this protective order becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial.” (at section 4)

“A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action.” (at section 7.1)

FACTUAL BACKGROUND

The action concerns claims involving the County of Riverside and members of the Riverside County Sheriff's Department. Discovery was expected to include confidential personnel and Internal Affairs materials, police-investigation materials, recordings, photographs, medical and autopsy records, private third-party information, and other sensitive documents.

PROCEDURAL HISTORY

This federal civil-rights action was pending in the Central District of California. The parties jointly requested entry of a protective order concerning confidential discovery materials, and the court entered the order for good cause shown on July 1, 2025.

DISPOSITION

other

CASES CITED

- *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006)

OPINION

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BRAUSE 9 UNITED STATES DISTRICT COURT 10 CENTRAL DISTRICT OF CALIFORNIA
11 12 DANIEL MIRANDA, Case No. 5:24-cv-02394-SSS-DTB 13 Plaintiff, STIPULATED
PROTECTIVE ORDER 14 v. 15 COUNTY OF RIVERSIDE; CORY TOBIN; MARITZA
MARES; SAXON Magistrate 16 BRAUSE; and DOES 1through 50, Judge: Hon. David T.
Bristow inclusive, 17 Defendants.

18 19 1. A. PURPOSES AND LIMITATIONS 20 Discovery in this action is likely to involve
production of confidential, 21 proprietary, or private information for which special protection from
public 22 disclosure and from use for any purpose other than prosecuting this litigation may 23 be
warranted.

Accordingly, the parties hereby stipulate to and petition the Court to 24 enter the following
Stipulated Protective Order. The parties acknowledge that this 25 Order does not confer blanket
protections on all disclosures or responses to 26 discovery and that the protection it affords from
public disclosure and use extends 27 only to the limited information or items that are entitled to
confidential treatment 1 Section 12.3, below, that this Stipulated Protective Order does not entitle
them to 2 file confidential information under seal; Civil Local Rule 79-5 sets forth the 3
procedures that must be followed and the standards that will be applied when a party 4 seeks
permission from the court to file material under seal.

5 B. GOOD CAUSE STATEMENT 6 This action involves the County of Riverside and members
of the Riverside 7 County Sheriff's Department. Plaintiff is seeking materials and information that
8 Defendant County of Riverside maintains as confidential, such as personnel files of 9 the police
officers involved in this incident, Internal Affairs materials and 10 information, video recordings,
audio recordings, photographs, Force Investigation 11 Division materials and information and
other administrative materials and 12 information currently in the possession of the Defendant
County of Riverside and 13 which the Defendants believes need special protection from public
disclosure and 14 from use for any purpose other than prosecuting this litigation.

15 This action is likely to involve medical records, sensitive and confidential 16 documents related
to the Plaintiff, documents containing private information from 17 third parties, police
investigation procedures and tactics, and other confidential and 18 private information for which
special protection from public disclosure and from use 19 for any purpose other than prosecution
of this action is warranted.

Such confidential 20 and proprietary materials and information consist of, among other things, 21
confidential personal information of non-parties, private medical and autopsy 22 records, internal
police reviews and procedures, and other confidential and sensitive 23 information otherwise
generally unavailable to the public, or which may be 24 privileged or otherwise protected from
disclosure under state or federal statutes, 25 court rules, case decisions, or common law.

Defendants contend that there is good cause for a protective order to maintain the confidentiality of peace officer personnel records. They emphasize that releasing these records, which include internal 1 Accordingly, to expedite the flow of information, to facilitate the prompt 2 resolution of disputes over confidentiality of discovery materials, to adequately 3 protect information the parties are entitled to keep confidential, to ensure that the 4 parties are permitted reasonable necessary uses of such material in preparation for 5 and in the conduct of trial, to address their handling at the end of the litigation, and 6 serve the ends of justice, a protective order for such information is justified in this 7 matter.

It is the intent of the parties that information will not be designated as 8 confidential for tactical reasons and that nothing be so designated without a good 9 faith belief that it has been maintained in a confidential, non-public manner, and 10 there is good cause why it should not be part of the public record of this case. 11 2. DEFINITIONS 12 2.1 Action: this pending federal law suit, Daniel Miranda v. County of 13 Riverside, et al., 5:24-cv-02394-SSS-DTB.

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation 15 of information or items under this Order. 16 2.3 "CONFIDENTIAL" Information or Items: information (regardless of 17 how it is generated, stored or maintained) or tangible things that qualify for 18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in 19 the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as 21 their support staff). 22 2.5 Designating Party: a Party or Non-Party that designates information or 23 items that it produces in disclosures or in responses to discovery as 24 "CONFIDENTIAL." 25 2.6 Disclosure or Discovery Material: all items or information, regardless 26 of the medium or manner in which it is generated, stored, or maintained (including, 27 among other things, testimony, transcripts, and tangible things), that are produced or 1 2.7 Expert: a person with specialized knowledge or experience in a matter 2 pertinent to the litigation who has been retained by a Party or its counsel to serve as 3 an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action. 5 House Counsel does not include Outside Counsel of Record or any other outside 6 counsel. 7 2.9 Non-Party: any natural person, partnership, corporation, association, or 8 other legal entity not named as a Party to this action. 9 2.10 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 2.11 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 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 17 Discovery Material in this

Action. 18 2.13 Professional Vendors: persons or entities that provide litigation support 19 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 2.14 Protected Material: any Disclosure or Discovery Material that is 23 designated as “CONFIDENTIAL.” 24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 25 from a Producing Party. 26 3. SCOPE 27 The protections conferred by this Stipulation and Order cover not only 1 extracted from Protected Material; (2) all copies, excerpts, summaries, or 2 compilations of Protected Material; and (3) any testimony, conversations, or 3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the 5 trial judge. This Order does not govern the use of Protected Material at trial. 6 4. DURATION 7 Once a case proceeds to trial, all of the information that was designated as 8 confidential or maintained pursuant to this protective order becomes public and will 9 be presumptively available to all members of the public, including the press, unless 10 compelling reasons supported by specific factual findings to proceed otherwise are 11 made to the trial judge in advance of the trial.

See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” 13 showing for sealing documents produced in discovery from “compelling reasons” 14 standard when merits-related documents are part of court record).

Accordingly, the 15 terms of this protective order do not extend beyond the commencement of the trial. 16 Even after final disposition of this litigation, the confidentiality obligations 17 imposed by this Order shall remain in effect until a Designating Party agrees 18 otherwise in writing or a court order otherwise directs. Final disposition shall be 19 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with 20 or without prejudice; and (2) final judgment herein after the completion and 21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, 22 including the time limits for filing any motions or applications for extension of time 23 pursuant to applicable law.

24 5. DESIGNATING PROTECTED MATERIAL 25 5.1 Exercise of Restraint and Care in Designating Material for Protection. 26 Each Party or Non-Party that designates information or items for protection 27 under this Order must take care to limit any such designation to specific material 1 for protection only those parts of material, documents, items, or oral or written 2 communications that qualify so that other portions of the material, documents, 3 items, or communications for which protection is not warranted are not swept 4 unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations 6 that are shown to be clearly unjustified or that have been made for an improper 7 purpose (e.g., to unnecessarily encumber the case development process or to impose 8 unnecessary expenses and burdens on other parties) may expose the Designating 9 Party to sanctions. 10 If it comes to a Designating Party's attention that information or items that it 11 designated for protection do not qualify for protection, that Designating Party must 12 promptly notify all other Parties that it is withdrawing the inapplicable designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in 14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 16 under this Order must be clearly so designated before the material is disclosed or 17 produced. 18 Designation in conformity with this Order requires: 19 (a) for information in documentary form (e.g., paper or electronic 20 documents, but excluding transcripts of depositions or other pretrial or trial 21 proceedings), that the Producing Party affix at a minimum, the legend 22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that 23 contains protected material.

If only a portion or portions of the material on a page 24 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 A Party or Non-Party that makes original documents available for inspection 27 need not designate them for protection until after the inspecting Party has indicated 1 before the designation, all of the material made available for inspection shall be 2 deemed "CONFIDENTIAL." After the inspecting Party has identified the 3 documents it wants copied and produced, the Producing Party must determine which 4 documents, or portions thereof, qualify for protection under this Order.

Then, before 5 producing the specified documents, the Producing Party must affix the 6 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a 7 portion or portions of the material on a page qualifies for protection, the Producing 8 Party also must clearly identify the protected portion(s) (e.g., by making appropriate 9 markings in the margins).

10 (b) for testimony given in depositions that the Designating Party 11 identify the Disclosure or Discovery Material on the record, before the close of the 12 deposition all protected testimony. 13 (c) for information produced in some form other than documentary 14 and for any other tangible items, that the Producing Party affix in a prominent place 15 on the exterior of the container or containers in which the information is stored the 16 legend "CONFIDENTIAL." If only a portion or portions of the information 17 warrants protection, the Producing Party, to the extent practicable, shall identify the 18 protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 20 failure to designate qualified information or items does not, standing alone, waive 21 the Designating Party's right to

secure protection under this Order for such material. 22 Upon timely correction of a designation, the Receiving Party must make reasonable 23 efforts to assure that the material is treated in accordance with the provisions of this 24 Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 27 designation of confidentiality at any time that is consistent with the Court's 1 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute 2 resolution process under Local Rule 37.1 et seq. 3 6.3 The burden of persuasion in any such challenge proceeding shall be on 4 the Designating Party. Frivolous challenges, and those made for an improper 5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other 6 parties) may expose the Challenging Party to sanctions.

Unless the Designating 7 Party has waived or withdrawn the confidentiality designation, all parties shall 8 continue to afford the material in question the level of protection to which it is 9 entitled under the Producing Party's designation until the Court rules on the 10 challenge. 11 7. ACCESS TO AND USE OF PROTECTED MATERIAL 12 7.1 Basic Principles. A Receiving Party may use Protected Material that is 13 disclosed or produced by another Party or by a Non-Party in connection with this 14 Action only for prosecuting, defending, or attempting to settle this Action.

Such 15 Protected Material may be disclosed only to the categories of persons and under the 16 conditions described in this Order. When the Action has been terminated, a 17 Receiving Party must comply with the provisions of section 13 below (FINAL 18 DISPOSITION). 19 Protected Material must be stored and maintained by a Receiving Party at a 20 location and in a secure manner that ensures that access is limited to the persons 21 authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless 23 otherwise ordered by the court or permitted in writing by the Designating Party, a 24 Receiving Party may disclose any information or item designated 25 "CONFIDENTIAL" only to: 26 (a) the Receiving Party's Outside Counsel of Record in this Action, 27 as well as employees of said Outside Counsel of Record to whom it is reasonably 1 (b) the officers, directors, and employees (including House Counsel) 2 of the Receiving Party to whom disclosure is reasonably necessary for this Action; 3 (c) Experts (as defined in this Order) of the Receiving Party to 4 whom disclosure is reasonably necessary for this Action and who have signed the 5 "Acknowledgment and Agreement to Be Bound" (Exhibit A); 6 (d) the court and its personnel; 7 (e) court reporters and their staff; 8 (f) professional jury or trial consultants, mock jurors, and 9 Professional Vendors to whom disclosure is reasonably necessary for this Action 10 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit 11 A); 12 (g) the author or recipient of a document containing the information 13 or a custodian or other person who otherwise possessed or knew the information; 14 (h) during their depositions, witnesses, and attorneys for witnesses, 15 in the

Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

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

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

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

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

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION (a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order.

Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections. (b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is confidential information, then the Party shall: (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party; (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of

the information requested; and 8 (3) make the information requested available for inspection by 9 the Non-Party, if requested.

10 (c) If the Non-Party fails to seek a protective order from this court 11 within 14 days of receiving the notice and accompanying information, the Receiving 12 Party may produce the Non-Party's confidential information responsive to the 13 discovery request. If the Non-Party timely seeks a protective order, the Receiving 14 Party shall not produce any information in its possession or control that is subject to 15 the confidentiality agreement with the Non-Party before a determination by the 16 court.

Absent a court order to the contrary, the Non-Party shall bear the burden and 17 expense of seeking protection in this court of its Protected Material. 18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 20 Protected Material to any person or in any circumstance not authorized under this 21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 22 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 23 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 24 persons to whom unauthorized disclosures were made of all the terms of this Order, 25 and (d) request such person or persons to execute the "Acknowledgment and 26 Agreement to Be Bound" that is attached hereto as Exhibit A. 27 / / / 1 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 2 PROTECTED MATERIAL 3 When a Producing Party gives notice to Receiving Parties that certain 4 inadvertently produced material is subject to a claim of privilege or other protection, 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 7 may be established in an e-discovery order that provides for production without 8 prior privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar 9 as the parties reach an agreement on the effect of disclosure of a communication or 10 information covered by the attorney-client privilege or work product protection, the 11 parties may incorporate their agreement in the stipulated protective order submitted 12 to the court. 13 12. MISCELLANEOUS 14 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any 15 person to seek its modification by the Court in the future. 16 12.2 Right to Assert Other Objections. By stipulating to the entry of this 17 Protective Order no Party waives any right it otherwise would have to object to 18 disclosing or producing any information or item on any ground not addressed in this 19 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 20 ground to use in evidence of any of the material covered by this Protective Order. 21 12.3 Filing Protected Material. A Party that seeks to file under seal any 22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 23 only be filed under seal pursuant to a court order authorizing the sealing of the 24 specific Protected Material at issue.

If a Party's request to file Protected Material 25 under seal is denied by the court, then the Receiving Party may file the information 26 in the public record unless otherwise instructed by the court. 27 13. FINAL DISPOSITION 1 days of a written request by the Designating Party, each Receiving Party must return 2 all Protected Material to the Producing Party or destroy such material.

As used in 3 this subdivision, "all Protected Material" includes all copies, abstracts, compilations, 4 summaries, and any other format reproducing or capturing any of the Protected 5 Material. Whether the Protected Material is returned or destroyed, the Receiving 6 Party must submit a written certification to the Producing Party (and, if not the same 7 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies 8 (by category, where appropriate) all the Protected Material that was returned or 9 destroyed and (2) affirms that the Receiving Party has not retained any copies, 10 abstracts, compilations, summaries or any other format reproducing or capturing any 11 of the Protected Material.

Notwithstanding this provision, Counsel are entitled to 12 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing 13 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert 14 reports, attorney work product, and consultant and expert work product, even if such 15 materials contain Protected Material.

Any such archival copies that contain or 16 constitute Protected Material remain subject to this Protective Order as set forth in 17 Section 4 (DURATION). 18 14. VIOLATION 19 Any violation of this Order may be punished by any and all appropriate 20 measures including, without limitation, contempt proceedings and/or monetary 21 sanctions. 22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

23 24 DATED: June 30, 2025 25 26 /s/ Agavni Tulekian Agavni Tulekian 27 Attorneys for Plaintiff 1}}DATED: June 30, 2025 2 3 ||_/s/ Nathan_A. Oyster 4 Nathan A. Oyster Caylin W. Jones 5 || Sydney M. Gronroos 6 Attorneys for Defendants COUNTY OF RIVERSIDE, CORY TOBIN, 7||MARITZA MARES, and SAXON BRAUSE 9 || FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 10 July 1, 2025 11||DATED: ">" 12 13 Ve /. / 14 Hon. David T. Btsstow United States Magistrate Judge 15 16 17 18 19 20 21 22 23 24 25 26 27 28 E, WILLIAMS & 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 5 in its entirety and understand the Stipulated Protective Order that was issued by the 6 United States District

Court for the Central District of California on [date] in the 7 case of [insert formal name of the case and the number and initials assigned to 8 it by the court].

I agree to comply with and to be bound by all the terms of this 9 Stipulated Protective Order and I understand and acknowledge that failure to so 10 comply could expose me to sanctions and punishment in the nature of contempt. I 11 solemnly promise that I will not disclose in any manner any information or item that 12 is subject to this Stipulated Protective Order to any person or entity except in strict 13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the 15 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 [print or type 18 full name] of [print or type 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: 23 City and State where sworn and signed: 24 25 Printed name: 26 27 Signature: