

HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

A PLACE FOR MOM, INC., a Delaware Corporation,)
)
Plaintiff,)
)
v.)
)
DANNY LEONHARDT, an individual, and CARE CHANGES, INC., a North Carolina corporation,)
)
Defendants.)
)
)
)

NO. CV 06-0457 MJP

STIPULATED PROTECTIVE ORDER

The parties, Plaintiff A Place For Mom (“APFM”) and Defendants Danny Leonhardt (“Leonhardt”) and Care Changes, Inc. (“Care Changes”), hereby respectfully request that the following Protective Order (“Protective Order”) be entered by the Court pursuant to Federal Rule of Civil Procedure 26(c) and Western District of Washington Civil Rule 5(g). Each party has confidential or proprietary documents, things and information that are protected in the normal course of business, but will likely be discoverable in this litigation. Examples of the sensitive documents and information that the parties seek to protect include the names of families and clients and information on sales, costs and profit margins. Public disclosure of

1 such information or disclosure to sources other than those indicated in this proposed order
2 may harm each party's ability to compete in the marketplace or may cause embarrassment to
3 the parties named in the confidential documents.

4 Pending entry of this Protective Order by the Court, the parties agree to abide by its
5 terms and to treat designated materials as if this Protective Order were in full force and effect.
6

7 **1. General:** In accordance with the procedures and restrictions set forth below,
8 any party or nonparty to this litigation (hereinafter "designating party") may designate as
9 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" in whole or in part, information
10 contained in any material produced, provided or generated as a part of this litigation.

11 Designated material may include, but is not limited to, deposition testimony and transcripts,
12 deposition exhibits, documents and things produced in response to requests for production or
13 subpoenas, answers to interrogatories, responses to requests for admissions, pleadings,
14 testimony, court filings, correspondence, and exhibits provided to the Court. The parties
15 agree to designate information as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" on
16 a good faith basis and not for purposes of harassing the receiving party or for purposes of
17 unnecessarily restricting the receiving party's access to information concerning the lawsuit.
18

19 **2. Nondisclosure of Sensitive Information:** Nothing designated as
20 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" will be given, shown, made
21 available, discussed, or otherwise communicated in any manner ("disclosed"), either directly
22 or indirectly, to any person not authorized to receive the information under the terms of this
23 Protective Order. The parties may agree to specific exceptions, as provided in paragraph 12
24 below.
25

1 **3. Use of Confidential and Attorneys' Eyes Only Information in General:**

2 Nothing designated as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" will be used
3 by any recipient for any purpose other than in connection with the above-captioned action.

4 **4. "Confidential" Information:** A designating party may designate as
5 "CONFIDENTIAL" any information that pertains to or is used by the designating party in its
6 business, which has not been made public and which the designating party would not
7 normally reveal to third parties or, if so revealed, would require such third parties to maintain
8 in confidence. Examples of information that may be designated as "CONFIDENTIAL"
9 include, but are not limited to, sensitive financial information, information regarding families
10 or clients, confidential business information, or other information that could harm the
11 competitive position of the designating party or cause embarrassment to any person.
12

13 **5. "Attorneys' Eyes Only" Information:** A designating party may designate as
14 "ATTORNEYS' EYES ONLY" information that party believes will result in competitive
15 injury if disclosed other than to counsel of record of the opposing party as provided in this
16 Stipulation.
17

18 **6. Physical Designation of Documents as Confidential:** Documents or tangible
19 items will be designated confidential within the meaning of this Protective Order in the
20 following ways by marking each page of a document, each separate part or component of a
21 thing, or each separate item of other material in a conspicuous manner:
22

23 (a) In the case of documents and the information contained therein, by placing in a
24 conspicuous manner on each page of the document the legend "CONFIDENTIAL" or
25 "ATTORNEYS' EYES ONLY";

1 (b) In the case of correspondence and discovery responses and the information
2 contained therein, by placing in a conspicuous manner on the page(s) containing the
3 confidential information the legend "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY";

4 (c) In the case of deposition transcripts, by following the procedures set forth in
5 paragraph 14;

6 (d) In the case of tangible items, by visibly marking in a conspicuous manner the
7 item or, if not practical, by marking in a conspicuous manner the container or a tag attached to
8 the item, "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY";

9 (e) In the case of court filings, by filing under seal;

10 (f) In producing original files and records for inspection, no marking need be
11 made by the producing party in advance of the inspection. For the purposes of the inspection,
12 all documents produced will be considered as marked "ATTORNEYS' EYES ONLY." After
13 the inspecting party selects documents for copying, the producing party will mark as
14 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" the copies of the documents that
15 contain confidential information prior to producing the copies to the inspecting party.

16 **7. Oral Designation of Documents Produced for Inspection:** In lieu of
17 marking the original documents or other material prior to inspection, the designating party or
18 its counsel may designate any document or other material being produced for inspection as
19 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" either orally or in correspondence.
20 Such a designation, whether oral or written, will temporarily subject the identified material as
21 being subject to this Protective Order. However, copies of documents and things
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1 subsequently delivered to inspecting counsel must be marked as required by this Protective
2 Order, subject to the provisions of paragraph 8 below.

3 **8. Inadvertent Disclosure and Misdesignation:** If a party (the “producing
4 party”) inadvertently provides confidential information without marking the information as
5 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” information (“Inadvertent
6 Disclosure”), or designates information with according to a level of confidentiality inapposite
7 with the definitions of such levels in paragraphs 4, 5, and 6 above (“Misdesignation”), the
8 producing party may subsequently inform the receiving party of the “CONFIDENTIAL” or
9 “ATTORNEYS’ EYES ONLY” nature of the disclosed information. Inadvertent Disclosure
10 or Misdesignation will not be deemed a waiver of confidentiality or the level of
11 confidentiality. Upon notice at any time by a producing party to a recipient that material has
12 been Inadvertently Disclosed or Misdesignated, the recipient will thereafter treat the material
13 under the newly requested designation. The recipient will also take all reasonable steps to
14 prevent any improper use or further disclosure of the material, and to regain any material that
15 has been sent to persons who would not have access to the material under the newly requested
16 designation. The receiving party does not waive and is not precluded from challenging the
17 producing party’s initial or newly requested designation as provided in paragraph 16 below.

18
19 **9. Filing of Confidential Information With the Court:** If a party wishes to file
20 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” information with the Court, it will do
21 so by filing such information under seal pursuant to Local Rule 5(g) and according to the
22 requirements and procedures for electronic filing (CM/ECF). At the request of the filing
23 party, the designating party may consent to the materials not being filed under seal. Where
24
25

1 possible, only confidential portions of filings with the Court will be filed under seal. Any
2 copies of papers filed under seal delivered to the opposing party will be identified as having
3 been filed under seal; for example, the identification of documents filed under seal may be
4 made in accompanying correspondence, or documents filed under seal may be provided in an
5 envelope marked "FILED UNDER SEAL."

6
7 **10. Access to "ATTORNEYS' EYES ONLY" Information:** Access to material
8 designated "ATTORNEYS' EYES ONLY" and to any portion of any transcript, brief,
9 affidavit, memorandum or other paper that contains or reveals material so designated, will be
10 limited to:

11 (a) the parties' outside counsel;

12 (b) the assistants of outside counsel (including secretaries, paralegals, word
13 processors, graphical artists, and clerks) actually assisting such counsel in preparation of this
14 case, provided however, that such assistants have access to designated material only to the
15 extent necessary to perform their duties;

16
17 (c) the nonparty experts or consultants, including their secretarial and personnel,
18 retained to assist counsel in this case who become qualified to receive material designated
19 under the Protective Order in accordance with the procedure identified in paragraph 13 below;
20 and

21 (d) the Court, court personnel involved with this case, court reporters involved in
22 transcribing deposition or other proceedings in this litigation, and videographers involved in
23 recording depositions, provided that they be subject to the terms of this Protective Order and
24
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1 provided that they are provided designated material only to the extent necessary to perform
2 their duties.

3 **11. Access to “CONFIDENTIAL” Information:** Disclosure of information
4 designated as “CONFIDENTIAL,” and to any portion of any transcript, brief, affidavit,
5 memorandum or other paper that contains or reveals material so designated, will be limited to:

6 (a) the parties’ outside counsel;

7 (b) the assistants of outside counsel (including secretaries, paralegals, word
8 processors, graphical artists, and clerks) actually assisting such counsel in preparation of this
9 case, provided however, that such assistants have access to designated material only to the
10 extent necessary to perform their duties;

11 (c) the nonparty experts or consultants, including their secretarial and personnel,
12 retained to assist counsel in this case who become qualified to receive material designated
13 under the Protective Order in accordance with the procedure identified in paragraph 13 below;

14 (d) the Court, court personnel involved with this case, court reporters involved in
15 transcribing deposition or other proceedings in this litigation, and videographers involved in
16 recording depositions, provided that they be subject to the terms of this Protective Order and
17 provided that they are provided designated material only to the extent necessary to perform
18 their duties; and
19

20 (e) up to two (2) employees of the nonproducing party who will sign an
21 undertaking as set forth in Exhibit A below prior to disclosure.
22

23 **12. Requests for Specific Exceptions to Paragraphs 10 - 11:** In the event that
24 counsel believes there is a need to disclose documents or information marked
25

1 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” to a person or persons other than
2 those permitted to receive such documents or information by paragraphs 10 - 11, the parties
3 will confer. Upon request from counsel seeking authorization for disclosure, counsel for the
4 party that produced the documents or information at issue will participate in a conference at
5 the earliest opportunity. The parties will make a good faith attempt to resolve the issue of
6 whether the designated information at issue may be disclosed as requested. If an agreement is
7 reached, that agreement will be memorialized in writing. In the event counsel cannot reach an
8 agreement, any party may bring before the Court the question of whether the requested
9 disclosure of designated information is warranted. If such a matter is brought before the
10 Court, it is the burden of the party opposing the disclosure to show that it is reasonably likely
11 that the requested disclosure could result in competitive injury or otherwise harm the party
12 opposing the disclosure.
13

14
15 **13. Independent Experts:** The parties may retain independent experts and
16 consultants to testify and/or assist them in this action. These experts may have access to
17 Confidential and Attorneys' Eyes Only information as provided in paragraphs 10 - 11 above
18 subject to the following conditions:

19 (A) At no time during his or her engagement will any such expert or consultant be,
20 or have any intention of becoming, an officer, director, major shareholder (i.e., over 5%
21 ownership), employee, representative, or agent of any entity engaged in direct competition
22 with the producing party;
23

24 (B) Nonparty experts or consultants will execute an Undertaking in the form
25 attached as Exhibit B. No designated materials will be provided to any expert or consultant

1 before that expert or consultant has executed the Undertaking. The original of each expert's
2 and consultant's Undertaking will be maintained by counsel for the party engaging the expert,
3 at least through the conclusion of this action; and

4 (C) All experts and consultants will use information and materials provided to
5 them under the terms of this Protective Order solely in connection with their charge by
6 counsel of record in this litigation. They are prohibited from disclosing any such materials or
7 information, or any materials or information denied there from, to any person not entitled to
8 receive the materials or information under the provisions of this Protective Order.
9

10 **14. Deposition Procedures:** Subject to the terms of this Protective Order,
11 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" information may be disclosed by a
12 receiving party at the deposition or depositions of:

13 (a) the present employees, directors or officers of the producing party;

14 (b) an author, addressee, or other person indicated as a recipient of a document
15 containing the information;

16 (c) an independent consultant or expert otherwise qualified under this Protective
17 Order to receive such information;

18 (d) any person for whom authorization is obtained at or before the deposition from
19 the producing party or from the Court; or

20 (e) a person who is a material and competent witness with respect to a document
21 containing the information, or a person identified as an author or recipient of the information
22 through discovery, investigation, by the deponent's own testimony, or by the testimony of
23 another competent witness. Prior to any disclosure under this subparagraph (e), notice must
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1 be given to the producing party of the specific information to be given the deponent. Notice
2 may be oral or written. If the identification of the deponent as an author or recipient comes
3 during the deposition, notice may be given at the deposition. If an objection to disclosure is
4 made, the designated information may not be disclosed to the deponent until the objection is
5 resolved by the parties or until the Court decides disclosure is warranted. The parties will
6 make a good faith attempt to resolve the issue of whether the specific designated information
7 may be disclosed to the deponent. In the event counsel cannot reach an agreement, any party
8 may bring the question before the Court. If such a matter is brought before the Court, it is the
9 burden of the party opposing the disclosure to show a reasonable belief that the requested
10 disclosure would result in competitive injuries. If the deposition is concluded before the
11 matter is resolved, and the Court subsequently rules that the deponent may be questioned
12 about the designated information, then the designating party whose objection previously
13 prevented such questioning will bear the reasonable costs of continuing the deposition for
14 purposes of that questioning.
15

16
17 If during the course of a deposition taken in this action, any questions are to be asked
18 or any answers are to be given regarding confidential material, no one may be present during
19 that portion of the deposition other than the deponent, the deponent's counsel, and persons
20 and entities identified in paragraphs 10 - 11 above.
21

22 **15. Deposition Transcripts and Discovery Materials:** A party or nonparty may
23 designate information disclosed during a deposition as "CONFIDENTIAL" or
24 "ATTORNEYS' EYES ONLY" by so indicating at the deposition, either by statement on the
25 record or by statement to the court reporter, videographer, and all counsel attending the

1 deposition. If designation is made at the deposition, the designating party must request that
2 the court reporter mark the designated portions of the deposition transcript with
3 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” as appropriate. The designating
4 party will be responsible for correcting any errors in such markings of the transcript within the
5 21-day period provided below.

6
7 Regardless of whether notice was given at the deposition, every deposition transcript
8 and all information exchanged in the course of a deposition, except for information explicitly
9 designated as nonconfidential by the producing party, will be considered “ATTORNEYS’
10 EYES ONLY” for 30 days after delivery of transcripts to the parties. Each party will have
11 until 30 days after receipt of the deposition transcript in which to inform the other parties of
12 the portions of the transcript (by specific page and line reference) to be designated as
13 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” The 30-day period may be reduced
14 or extended by agreement of the parties, and any requests for reduction or extension of such
15 time period will not be unreasonably refused.

16
17 **16. Resolution of Disputes:** Nothing in this Protective Order will be construed as
18 preventing a party from opposing another party's or nonparty's designation of materials.
19 Acceptance by a party of any information, document, or thing designated as
20 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” will not constitute a concession that
21 the information, document or thing is appropriately designated. Similarly, failure to object to
22 a designation will not constitute an admission that the material was properly designated.

23
24 A party opposing a designation will serve a written objection, including a statement of
25 the grounds for the objection, on the designating party or nonparty. Following service of the

1 written objection, the objecting party must allow the designating party a period of five (5)
2 business days from the receipt of the objection to modify or withdraw its designation. If the
3 designation is not modified or withdrawn within that five-day period, the objecting party may
4 move the Court for an order modifying or removing the designation. The designating party
5 may move the Court for an order confirming the designation at any time after receipt of
6 service of the objection. The first party to file a motion will be the moving party, all later filed
7 motions will be withdrawn. Regardless of which party is the moving party, the designating
8 party or nonparty will bear the burden of proof to justify the disputed designation.
9

10 **17. Security:** Each recipient of designated material will maintain such material in
11 a secure, safe area and will exercise the same standard of care with respect to the storage,
12 custody, use and dissemination of such material.
13

14 **18. Disclosure to Unauthorized Person:** If any designated material is disclosed
15 to any person other than as authorized by this Protective Order, the party learning of the
16 disclosure must immediately bring all pertinent facts relating to such disclosure to the
17 attention of the designating party. The party learning of the disclosure will make every
18 reasonable effort to retrieve the improperly disclosed material and to prevent further
19 unauthorized disclosure on its own part, and will also make every reasonable effort to prevent
20 further use and disclosure on the part of the unauthorized recipient of such information or
21 material.
22

23 **19. Limitations on Applicability of Protective Order:** This Protective Order
24 will have no effect upon, and its scope will not extend to:

25 (a) any party's use of its own information;

1 (b) information that was not received from a producing party pursuant to this
2 Protective Order;

3 (c) information publicly available or otherwise known to the public before the date
4 of its transmission to the receiving party, or which becomes publicly available or otherwise
5 known to the public after the date of its transmission to the receiving party, provided that such
6 information does not become publicly known by any act or omission of the receiving party, its
7 employees, or agents in violation of this Protective Order or other law.
8

9 **20. Nonwaiver:** This Protective Order will not prejudice to the rights of any party
10 to oppose production of any information on grounds other than confidentiality. For example,
11 nothing in this Protective Order will be construed as requiring disclosure of information,
12 documents, or things that go beyond the scope of appropriate discovery in this case. Any
13 party's designation of any information, document, or thing as "CONFIDENTIAL" or
14 "ATTORNEYS' EYES ONLY" or any party's objections or lack of objections thereto, will
15 not in any way affect or be admissible as to any evidentiary matters; such matters will be
16 governed by the applicable law of evidence. Additionally, nothing in this Protective Order
17 will affect any matter of attorney-client privilege, work product doctrine, or other privileges
18 or immunities; such matters will be governed by the applicable laws of privilege or immunity.
19

20 **21. Advice by Counsel:** Nothing in this Protective Order will bar or restrict
21 counsel to the parties from rendering advice to their clients with respect to this litigation and,
22 in the course thereof, referring to or relying upon examination of information designated as
23 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" pursuant to this Protective Order, so
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1 long as the content of such information is not disclosed to a person not authorized to receive
2 such information under the provisions of this Protective Order.

3 **22. Non-Party Reliance on Order:** If discovery is sought of a person not a party
4 to this action (“nonparty”) requiring disclosure of such nonparty's confidential information,
5 the confidential information disclosed by such nonparty may be designated by the nonparty as
6 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” information, as provided under this
7 Protective Order, and will be subject to the same protection and procedures as those
8 governing disclosure of the parties' “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY”
9 information.
10

11 **23. Non-Party Requests for Information Subject to This Order:** If any party is
12 required to respond to a government or court order, subpoena, or any request for discovery in
13 litigation that requests, describes or encompasses information designated as
14 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” by someone other than that party, the
15 party receiving the demand will provide written notice to the designating party at least
16 fourteen (14) days prior to the anticipated disclosure. If any such subpoena, order or
17 discovery request requires compliance in less than fourteen (14) days, the Party receiving the
18 subpoena, court order or discovery request shall promptly notify the other party of the
19 anticipated disclosure.
20

21 **24. Subsequent Modifications of Order:** This Protective Order will not prevent
22 any party or nonparty from applying to the Court for relief there from, or from applying to the
23 Court for further or additional protective orders. Subject to the approval of the Court, the
24 parties may also agree among themselves to modify or vacate this Protective Order, provided
25

1 that all persons and entities (including nonparties) who have designated information or
2 documents pursuant to the provisions of this Protective Order are in agreement.

3 **25. Renegotiation for Trial:** The parties understand that the Court may have
4 specific preferences for how information is handled in the courtroom, and may not wish to
5 rule on how confidential information will be handled at trial at the outset of the litigation.
6 Accordingly, this Protective Order will be effective for all designated documents and
7 information up until trial begins, and will continue to be effective during and after trial with
8 respect to designated documents and information not presented or disclosed at trial. Prior to
9 the pretrial conference in this action, or no later than two weeks before trial if there is no
10 scheduled pretrial conference, counsel for the parties will attempt to reach agreement on the
11 handling of “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” information to be
12 presented at trial, and will submit such agreement, or proposals if no agreement can be
13 reached, to the Court for consideration.
14

15 **26. Continuation of Obligations and Jurisdiction After Conclusion of Action:**
16 Unless otherwise agreed or ordered, all provisions of this Protective Order restricting the
17 communication or use of “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” information
18 will continue to be binding after the conclusion of this action. The United States District
19 Court for the Western District of Washington will retain jurisdiction to enforce this Protective
20 Order even after termination of this lawsuit.
21

22 **27. Retention of Designated Information After Conclusion of Action:** Upon
23 conclusion of the litigation, including any appeals, a party may retain documents or
24 information designated “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” by another
25

1 person or entity only as specifically provided in this paragraph. Outside counsel for a party
2 may retain documents or information designated “CONFIDENTIAL” or “ATTORNEYS’
3 EYES ONLY” by another person or entity only to the extent that the designated document or
4 information comprises or is included in: pleadings; court filings; correspondence;
5 demonstratives and exhibits used in court; court transcripts; deposition transcripts (including
6 deposition exhibits); written discovery responses; expert reports; and attorney notes or drafts.

7
8 Except as otherwise provided in this paragraph:

9 (a) Each party will return the originals of all designated documents and things
10 produced by another person or entity to that person or entity no later than sixty (60) calendar
11 days after conclusion of this action; and

12 (b) Each party will destroy all other documents and things consisting of or
13 including designated information no later than sixty (60) calendar days after conclusion of this
14 action. For example, materials to be destroyed include, but are not limited to, working copies
15 of documents produced by another party. Within fifteen (15) days following completion of
16 destruction, the party will certify in writing that the materials have been destroyed, specifying
17 the date on which destruction was completed. Each party and its outside counsel will be
18 responsible for retrieving and destroying all designated materials provided to consultants or
19 experts.
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24
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1 It is SO STIPULATED.

2 CHRISTENSEN O'CONNOR JOHNSON MERCHANT & GOULD P.C.
3 KINDNESS ^{PLLC}

4
5 /s/ Sarah E. Nagae
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Attorney for Defendants

16 ORDER

17 IT IS SO ORDERED.

18 DATED: _____, 2006

19 _____
20 UNITED STATES DISTRICT JUDGE

THE HONORABLE MARSHA J. PECHMAN

EXHIBIT A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

A PLACE FOR MOM, INC., a Delaware Corporation,

Plaintiff,

v.

DANNY LEONHARDT, an individual, and CARE CHANGES, INC., a North Carolina corporation,

Defendants.

NO. CV 06-0457 MJP

STIPULATED PROTECTIVE ORDER

I, _____, state the following:

1. I have read and understand in its entirety the Stipulated Protective Order (“Protective Order”) signed and enter by the Court in this action, and I attest to my understanding that access to material designated under the Protective Order as “CONFIDENTIAL” may be provided to me and that such will be pursuant to the terms and conditions and restrictions of the Protective Order. I agree to be bound by and comply with the terms of the Protective Order.

1 2. I will not use or disclose to others, except in accordance with the Protective
2 Order, any information subject to the Protective Order. Nothing in this Undertaking will
3 prevent me from using otherwise legally obtained information.
4

5 3. I agree to submit to the jurisdiction of this Court for the purposes of
6 enforcement of this Protective Order, and understand that, in the event that I fail to abide by
7 the terms of the Protective Order, I will be subject to sanctions by way of contempt of court.
8

9 _____
10 Signature

11 _____
12 Printed Name
13 _____
14 _____

1 access will be pursuant to the terms and conditions and restrictions of the Protective Order. I
2 agree to be bound by and comply with the terms of the Protective Order.

3 3. I am not now, nor do I have any current intention of becoming, an officer,
4 director, major shareholder (i.e., over 5% ownership), employee, representative, or agent of
5 any entity engaged in direct competition with A Place For Mom or Care Changes, Inc.
6

7 4. I will not disclose or reveal to anyone, or use, any information subject to the
8 Order, except in accordance with the Protective Order.

9 5. I agree to submit to the jurisdiction of this Court for the purposes of
10 enforcement of this Protective Order, and understand that, in the event that I fail to abide by
11 the terms of the Protective Order, I will be subject to sanctions by way of contempt of court.
12

13
14 _____
Signature

15 _____
16 Printed Name
17 _____
18 _____
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25