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WARNER BROS. ENTERTAINMENT  
7 INC., NEW LINE CINEMA LLC, NEW  
LINE PRODUCTIONS, INC., METRO-  
8 GOLDWYN-MAYER STUDIOS INC.,  
and THE SAUL ZAENTZ COMPANY

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13 Attorneys for Defendant  
14 THE GLOBAL ASYLUM, INC.

15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 WARNER BROS.  
ENTERTAINMENT INC., a Delaware  
18 corporation; NEW LINE CINEMA  
LLC, a Delaware limited liability  
19 company; NEW LINE  
PRODUCTIONS, INC., a California  
20 corporation; METRO-GOLDWYN-  
MAYER STUDIOS INC., a Delaware  
21 corporation; and THE SAUL ZAENTZ  
COMPANY, a Delaware corporation,

22 Plaintiffs,

23 v.

24 THE GLOBAL ASYLUM INC. (aka  
The Asylum), a California corporation,

25 Defendant.  
26  
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Case No. 2:12-cv-09547-PSG-CW

**STIPULATED PROTECTIVE  
ORDER**

1 **STIPULATED PROTECTIVE ORDER**

2 The parties in the above-captioned case having requested that the Court issue  
3 a protective order pursuant to Fed. R. Civ. P. 26(c) to protect the confidentiality of  
4 non-public and competitively sensitive information that may need to be disclosed  
5 in connection with discovery in this case, and the parties having stipulated to entry  
6 of this Order, and the Court having found that good cause exists:

7 IT IS HEREBY ORDERED that this Protective Order pursuant to Rule 26(c)  
8 of the Federal Rules of Civil Procedure be, and is hereby, entered.

9 1) This Protective Order shall be applicable to and govern all  
10 depositions, documents, or electronically stored information produced in response  
11 to requests for production, answers to interrogatories, responses to requests for  
12 admission, and other discovery taken pursuant to the Federal Rules of Civil  
13 Procedure, as well as other information hereafter furnished, directly or indirectly,  
14 by or on behalf of any party or non-party in connection with this action  
15 (collectively, “Discovery Materials”) that the party or non-party in good faith  
16 believes comprise or reflect confidential and/or proprietary information used by it  
17 in, or pertaining to, its business, which is not generally known and which the party  
18 or non-party normally would not reveal to third parties or would cause third parties  
19 to maintain in confidence, including without limitation proprietary, commercially  
20 sensitive, or otherwise confidential financial, business, trade secret, research,  
21 development, technical, strategic, and/or personal information.

22 2) Discovery Materials governed by this Protective Order shall be used  
23 by any recipients solely for the purpose of conducting this litigation captioned  
24 *Warner Bros. Entertainment Inc. et al. v. The Global Asylum, Inc.*, No. 2:12-cv-  
25 09547-PSG-CW (hereinafter “this litigation” or “this action”), and such  
26 information shall not be disclosed to anyone except as provided herein.

27 3) Any information or materials produced by any party or non-party as  
28 part of discovery in this action may be designated as “Confidential” or “Highly

1 Confidential” by such party or non-party pursuant to Paragraph 4 of this Protective  
2 Order.

3 a) “Confidential Information” shall include any Discovery  
4 Material which the producing party or non-party reasonably believes not to be in  
5 the public domain and which contains proprietary, commercially sensitive, or  
6 otherwise confidential financial, business, trade secret, research, development,  
7 technical, strategic, and/or personal information.

8 b) “Highly Confidential Information” shall include financial  
9 information, including cost, pricing, sales, revenue, profit or compensation  
10 information; customer, license, supplier, and vendor information; business plans;  
11 marketing strategies; trade secrets, as that term is defined under applicable law;  
12 and other information that the producing party or non-party reasonably believes is  
13 of a highly proprietary or competitively sensitive nature.

14 4) The designation of information or material for purposes of this  
15 Protective Order shall be made in the following manner by the party or non-party  
16 seeking protection:

17 a) In the case of documents, electronically stored information,  
18 interrogatory responses, responses to requests for admission, or other material  
19 (apart from depositions): by affixing a plainly visible confidentiality designation  
20 legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” as appropriate):  
21 (i) on each page of any document containing any confidential material; or  
22 (ii) physically on the outside of any media for storing electronic documents, at the  
23 time such documents are produced or such information is disclosed, or as soon  
24 thereafter as the party or non-party seeking protection becomes aware of the  
25 confidential nature of the information or material disclosed and sought to be  
26 protected hereunder. The terms “documents” and “electronically stored  
27 information” as used in this Protective Order, shall have the broadest meaning  
28 permissible under the Federal Rules of Civil Procedure and shall include, as

1 relevant and without limitation, all “writings,” “recordings,” and “photographs” as  
2 defined in Rule 1001 of the Federal Rules of Evidence, and any information stored  
3 in or through any computer system or other electronic or optical data storage  
4 device.

5           b)     In the case of depositions: (i) by a statement on the record, by  
6 counsel, during such deposition that the entire transcript or a portion thereof shall  
7 be designated either “Confidential” or “Highly Confidential” hereunder; or (ii) by  
8 written notice of such designation sent by counsel to all parties within ten (10)  
9 court days after the mailing to counsel (via next business day delivery) of the  
10 transcript of the deposition. At or before a deposition, the deponent or his or her  
11 counsel, or any other counsel, acting in good faith, may invoke the provisions of  
12 this Protective Order in a timely manner, giving adequate warning to counsel for  
13 the party or non-party that testimony about to be given is deemed protected under  
14 this Protective Order. Whether or not so designated on the record at deposition,  
15 the parties shall treat all deposition testimony as “Confidential” under this  
16 Protective Order until the expiration of ten (10) court days after the mailing (via  
17 next business day delivery) to counsel of the transcript of the deposition. Unless  
18 specific designations of all or portions of a transcript have been made on the record  
19 during the proceeding, or in writing within ten (10) court days after the mailing to  
20 counsel (via next business day delivery) of the transcript of the deposition, any  
21 confidentiality is waived after the expiration of the 10-day period unless otherwise  
22 stipulated or ordered. The parties may modify this procedure for any particular  
23 deposition through agreement on the record at such deposition or otherwise by  
24 written stipulation, without approval of the Court.

25           c)     A party or non-party furnishing documents and things to  
26 another party for inspection shall have the option to require that all or batches of  
27 documents and things be treated as confidential during inspection and to make its  
28 designations of particular documents and things at the time copies of documents

1 and things are produced or furnished. A party or non-party that desires to proceed  
2 in this manner shall inform counsel for all parties in writing before the inspection.

3 5) “Confidential Information” may be disclosed, described,  
4 characterized, or otherwise communicated or made available in whole or in part  
5 only to the following persons:

6 a) Outside counsel in this litigation and the staff and supporting  
7 personnel of such attorneys, including paralegals, secretaries, clerical employees,  
8 and, to the extent necessary, outside copying, imaging, and trial  
9 consultants/presentation services, who are working on this litigation under the  
10 direction of such attorneys;

11 b) In-house counsel for the parties herein and their parent  
12 corporations, if any, who are responsible for the oversight of this litigation and the  
13 staff and supporting personnel of such attorneys;

14 c) The parties to this litigation;

15 d) Subject to Paragraphs 8 and 9 herein, persons who are expressly  
16 retained or sought to be retained by a party or a party’s counsel as consultants or  
17 testifying experts, provided that the disclosure of “Confidential” material to any  
18 persons under this subparagraph shall only be to the extent necessary to perform  
19 their work on this litigation.

20 e) Subject to Paragraph 9 herein, any other persons who are  
21 designated to receive material designated “Confidential” by order of this Court  
22 after notice to the parties, or by written stipulation of the parties.

23 f) Witnesses in a deposition or other pretrial proceeding, during  
24 the course of their testimony, provided that counsel for a party has a good faith  
25 basis to believe that the witness has knowledge of the information or material  
26 designated “Confidential” or the specific events, transactions or discussions  
27 reflected in the information or material. Witnesses shown information designated  
28 “Confidential” shall not be allowed to retain copies.

1           g) Persons who authored, prepared, or received information or  
2 material designated “Confidential” under circumstances that do not constitute a  
3 violation of the Protective Order.

4           h) The Court and Court personnel, court reporters, interpreters,  
5 and videographers employed in connection with this action.

6           6) “Highly Confidential” Information may be disclosed, described,  
7 characterized, or otherwise communicated or made available in whole or in part  
8 only to the following persons:

9           a) Outside counsel in this litigation and staff and supporting  
10 personnel of such attorneys, such as paralegals, secretaries, stenographic and  
11 clerical employees and contractors, and outside copying, imaging, and trial  
12 consultant/presentation services, who are working on this litigation under the  
13 direction of such attorneys;

14           b) In-house counsel for the parties herein who are necessary for  
15 the furtherance of this litigation and staff and supporting personnel of such  
16 attorneys;

17           c) Subject to Paragraphs 8 and 9 herein, persons who are expressly  
18 retained or sought to be retained by a party or a party’s counsel as consultants or  
19 testifying experts; provided that the disclosure of “Highly Confidential” material to  
20 any persons under this subparagraph shall only be to the extent necessary to  
21 perform their work on this litigation;

22           d) Subject to Paragraph 9 herein, any other persons who are  
23 designated to receive material designated “Highly Confidential” by order of this  
24 Court after notice to the parties, or by written stipulation of the parties.

25           e) Persons of whom testimony is to be taken during a deposition  
26 or other pretrial proceeding, during the course of their testimony, provided that  
27 counsel for a party has a good faith basis to believe that the witness has knowledge  
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1 of the information or material designated “Highly Confidential” or the specific  
2 events, transactions or discussions reflected in the information or material.

3 f) Persons who authored, prepared, or received information or  
4 material designated “Highly Confidential” under circumstances that do not  
5 constitute a violation of the Protective Order.

6 g) The Court and Court personnel, court reporters, interpreters,  
7 and videographers employed in connection with this action.

8 7) The parties retain the right to apply to the Court for an order  
9 restricting certain individuals from access to certain information. To accomplish  
10 this, counsel for a party wishing to restrict access to information shall produce the  
11 information (*i.e.*, document or electronically stored information) to all counsel for  
12 whom there is no objection, with a request that the information not be disseminated  
13 to other individuals involved in this litigation pending further order of the Court.  
14 The moving party shall, thereafter, within five (5) court days, file the information  
15 under seal with the Court and identify the person (by name and title) who the  
16 moving party objects to seeing the information and why the moving party believes  
17 the information should not be received by this person(s). If the Court is inclined to  
18 grant the order, it will notify the aggrieved party and invite briefing before issuing  
19 an order.

20 8) For purposes of this Protective Order, a consultant or expert shall be  
21 restricted to a person who is retained or employed as a bona fide consultant or  
22 expert for purposes of this litigation, whether full or part time, by or at the  
23 direction of a party or counsel for a party. The name, business address, curriculum  
24 vitae (“CV”) and affiliation of each such consultant or expert must be disclosed to  
25 the producing party at least five (5) court days prior to such person’s review of  
26 material designated under this Order. The CV shall contain a list of all present  
27 employers/clients as well as all past employers/clients for the 36 months preceding  
28 the date of employment in this case. During that five-day period, counsel for the



1 designating party shall have the opportunity to oppose the proposed disclosure.  
2 Any party opposing disclosure shall within such five-day period provide the other  
3 party with a written objection, setting forth in reasonable detail the specific  
4 grounds for such opposition. If no written objection is received by 5:00 p.m.,  
5 Pacific time, on the fifth day following the date of disclosure of the identity of the  
6 proposed consultant or expert, then the party seeking to disclose may do so and  
7 failure to object shall constitute waiver of the specific objection. However, after  
8 the five-day period has expired without objection, a party may still move the Court  
9 to allow it to object to a consultant or expert if it can show: (i) there is new,  
10 material information relating to the consultant or expert that was not available to  
11 the moving party within the five-day objection period; and (ii) had the moving  
12 party been aware of the information at the time, the moving party would have  
13 objected to the consultant or expert. Such motion shall be made within ten (10)  
14 court days of coming into possession of such new, material information relating to  
15 such consultant or expert. In the event such resolution by the Court is necessary,  
16 no additional confidential material shall be disclosed to the consultant or expert  
17 pending resolution of the issue by the Court.

18 9) Persons retained or sought to be retained as bona fide consultants or  
19 testifying experts, and any other persons who are designated to receive material  
20 designated “Confidential” by order of this Court after notice to the parties, or by  
21 written stipulation of the parties, shall, prior to receiving such material, be  
22 furnished with a copy of this Protective Order, and a copy of the Certification  
23 attached as Exhibit A, which the person shall read and sign, unless the Parties have  
24 specifically agreed that execution of the Certification is not necessary for such  
25 person. Counsel for the party seeking to disclose material designated under this  
26 Protective Order to any such person pursuant to this paragraph shall be responsible  
27 for permanently retaining the executed originals of all such Certifications. Copies  
28 of any such Certifications executed by persons retained or sought to be retained as



1 bona fide consultants or experts shall be provided to counsel for the other parties or  
2 affected nonparties upon request, once the consultant or expert has been disclosed  
3 in accordance with Paragraph 8. Copies of any such Certification executed by any  
4 other person shall be provided to counsel for the other parties or affected  
5 nonparties upon request.

6 10) The recipient of any material designated under this Order shall use  
7 reasonable efforts to maintain the confidentiality of such information.

8 11) Any third party may obtain protection of this Protective Order by  
9 complying with Paragraphs 3 and 4 of this Protective Order regarding designating  
10 of materials under the Order. A party making a discovery request to a non-party in  
11 this action shall notify that non-party that the protections of the Protective Order  
12 are available to such non-party.

13 12) All exhibits, pleadings, discovery responses, documents, testimony or  
14 other submissions filed with the Court pursuant to this action that have been  
15 designated “Confidential” or “Highly Confidential” by any party, or any pleading  
16 or memorandum purporting to reproduce, paraphrase, or otherwise disclose such  
17 information designated as Confidential Information, shall be marked with the  
18 legend “Confidential” and shall be filed pursuant to and in compliance with Local  
19 Rule 79-5.1. If a filing under seal is requested, a written application and proposed  
20 order shall be presented along with the document for filing under seal. The  
21 original and judge’s copy of the document shall be sealed in separate envelopes  
22 with a copy of the title page attached to the front of each envelope. The  
23 application shall request that the Court return the underlying document and the  
24 sealed application without filing to the extent the Court denies the application to  
25 file under seal. The party seeking to seal documents must demonstrate for each  
26 document or category of documents sufficient grounds to warrant placing the  
27 documents under seal.

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1           13) A party receiving Discovery Materials designated under this  
2 Protective Order may object to such designation in whole or in part at any time, by  
3 giving written notice of such objection to the producing party. Within ten (10)  
4 court days of receiving such written notice, the producing party shall confer  
5 directly (i.e., in person or by telephone) with the receiving party in good faith for  
6 the purpose of resolving any such objection. In conferring, the challenging party  
7 must explain the basis for its belief that the confidentiality designation was not  
8 proper and must give the designating party an opportunity to review the designated  
9 material, to reconsider the circumstances, and, if no change in designation is  
10 offered, to explain the basis for the chosen designation. If the objection is not  
11 resolved after the parties confer, then any party may request a conference with the  
12 Court and/or file a motion to resolve the dispute. Pending the Court's  
13 determination, the information subject to dispute shall be treated as subject to the  
14 Protective Order. The burden of proving that information has been properly  
15 designated under this Protective Order is on the person or entity making the  
16 designation.

17           14) Nothing in this Protective Order shall preclude any party to this  
18 litigation or its counsel: (i) from showing a document designated under this  
19 Protective Order to an individual who either prepared or reviewed the document  
20 prior to the filing of this action; or (ii) from disclosing or using, in any lawful  
21 manner or for any lawful purpose, any information or documents from the party's  
22 own files that the party itself has designated under this Protective Order.

23           15) Nothing in this Protective Order shall prevent disclosure beyond the  
24 terms of this Protective Order if the party designating material consents in writing  
25 to such disclosure, or if a court orders such disclosure. A party requested to  
26 disclose material designated under this Protective Order to a non-party pursuant to  
27 a validly served subpoena, civil investigative demand, discovery procedure  
28 permitted under the Federal Rules of Civil Procedure, or other formal discovery

1 request shall assert an initial objection to its production to the extent permitted by  
2 applicable law and notify the requesting non-party of the existence of this  
3 Protective Order and that the material requested by the non-party has been  
4 designated under this Protective Order, and shall further give notice of such  
5 request, by facsimile and next business day delivery, upon the party that designated  
6 the material within five (5) court days of receiving a formal discovery request as  
7 described above, or at least three (3) court days prior to the date on which such  
8 confidential material is to be produced to the non-party, whichever is earlier.

9       16) If a party inadvertently fails to designate material and/or information,  
10 it shall not be deemed a waiver in whole or in part of a party's claim of  
11 confidentiality, either as to the specific information disclosed or as to any other  
12 information relating thereto or on the same or related subject matter. As soon as  
13 the receiving party is notified in writing of the inadvertent production, the  
14 information must be treated as if it had been timely designated under this  
15 Protective Order, and the receiving party must endeavor in good faith to obtain all  
16 copies of the document it distributed or disclosed to persons not authorized to  
17 access such information by Paragraphs 5 or 6 herein, as well as any copies made  
18 by such persons.

19       17) Nothing contained in this Protective Order shall: (i) constitute an  
20 admission or waiver of any claim or defense by any party; (ii) affect the right of  
21 any party to make any objection, claim any privilege, or otherwise contest any  
22 request for production of documents, electronically stored information,  
23 interrogatory, request for admission, subpoena, or question at a deposition or to  
24 seek further relief or protective order from the Court as permitted by the Federal  
25 Rules of Civil Procedure; (iii) constitute a waiver by any party of its right to object  
26 to or otherwise contest any confidentiality designation by any party or non-party  
27 consistent with the terms of this Protective Order and the Federal Rules of Civil  
28 Procedure; (iv) affect the right of any party to object to the authenticity or

1 admissibility of any document, testimony, or other evidence subject to this  
2 Protective Order; or (v) prevent the parties to this Protective Order from agreeing  
3 in writing or on the record during a deposition or hearing in this action to alter or  
4 waive the provisions or protections provided for herein with respect to any  
5 particular information or material with written or on the record consent of the party  
6 disclosing such information.

7 18) This Protective Order shall not be construed to apply to any  
8 information that: (i) is available to the public other than through a breach of this  
9 Protective Order or other duty of confidentiality; (ii) a receiving party can  
10 demonstrate was already known to the receiving party at the time of disclosure and  
11 was not subject to conditions of confidentiality; or (iii) a receiving party can  
12 demonstrate was developed by that party independently of any disclosure by a  
13 designating party or non-party.

14 19) This Protective Order shall not apply to the treatment to be given  
15 during proceedings in court at any hearing or trial in this litigation to Discovery  
16 Materials designated as Confidential or Highly Confidential. The parties, any  
17 party in interest, and/or the witnesses, may move the Court to seal any court  
18 proceeding for reasons consistent with this Protective Order, and any such sealing  
19 or confidential treatment at hearing or trial shall be subject to subsequent Order of  
20 this Court.

21 20) Within sixty (60) calendar days after the final termination of litigation  
22 between the parties (including any appeals or petitions for rehearing or review), all  
23 material designated under this Protective Order and all copies thereof (including  
24 summaries and excerpts) shall be either returned to the party that produced it or  
25 destroyed and a certification of destruction supplied to the producing party;  
26 provided, however, that for each party, counsel who is entitled access to such  
27 designated material under Paragraphs 5 or 6 may retain complete and unredacted  
28 copies of its work product that contains designated material as well as pleadings

1 and papers filed with the Court or served on the other party. Reference to  
2 designated materials (including such materials in work product or pleadings) shall  
3 be made only in the event of further proceedings or litigation between the parties, a  
4 dispute over such counsel's performance, a dispute over the use or dissemination  
5 of material designated under this Protective Order, or, subject to the provisions of  
6 Paragraph 15 of this Protective Order, as required by law. Such retained copies of  
7 pleadings and papers shall be maintained in a file accessible only by properly  
8 authorized counsel under the provisions of, and bound by, this Protective Order.  
9 This Protective Order shall survive the final termination of this litigation with  
10 respect to any such retained confidential material. The Court is specifically  
11 exempted from any return or destruction requirements contemplated by this  
12 provision.

13         21) Inadvertent production of any document produced in response to  
14 discovery requests in this action by any party or non-party, that a party or non-  
15 party later claims should have been withheld on grounds of a privilege, including  
16 the attorney-client privilege or attorney work product doctrine (collectively  
17 referred to hereinafter as an "Inadvertently Produced Privileged Document") will  
18 not be deemed to waive any privilege or work product protection. A party or non-  
19 party may request the return of any document that it inadvertently produced by  
20 identifying the Inadvertently Produced Privileged Document and stating the basis  
21 for withholding such document from production. If a party or non-party requests  
22 the return, pursuant to this paragraph, of such an Inadvertently Produced Privileged  
23 Document then in the custody of one or more parties, the possessing parties shall  
24 within fifteen (15) court days destroy or return to the requesting party or non-party  
25 the Inadvertently Produced Privileged Document and all copies thereof and shall  
26 make reasonable efforts to expunge from any other document or material  
27 information solely derived from the Inadvertently Produced Privileged Document.  
28 A party may move the Court for an order compelling production of the document,

1 but said party may not assert as a basis for the entering of such an order the fact or  
2 circumstances of the inadvertent production. Nothing in this Protective Order shall  
3 preclude a party from arguing that the production of the allegedly Inadvertently  
4 Produced Privileged Document was not inadvertent or that conduct other than the  
5 alleged inadvertent production in this litigation constitutes a waiver.

6 22) Unless the parties otherwise agree, any dispute concerning the  
7 application of this Protective Order shall be heard pursuant to the rules of the  
8 Court. The provisions of this Order may be modified at any time by stipulation of  
9 all parties and with the approval of the Court. A Party may apply to the Court for  
10 modification of this Order pursuant to a regularly-noticed motion.

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12 **IT IS SO ORDERED.**



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14 Dated: July 10, 2013

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The Hon. Carla M. Woehrle  
United States Magistrate Judge

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1 IT IS SO STIPULATED.

2 Respectfully submitted,

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4 DATED: July 10, 2013

JENNER & BLOCK LLP

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6 By: /s/Andrew J. Thomas  
Andrew J. Thomas

7  
8 Attorneys for Plaintiffs  
9 Warner Bros. Entertainment Inc., New Line Cinema  
10 LLC, New Line Productions, Inc., Metro-Goldwyn-  
Mayer Studios Inc., and The Saul Zaentz Company

11  
12 DATED: July 10, 2013

LAW OFFICES OF SCOTT A. MEEHAN

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15 By: /s/Scott A. Meehan  
Scott A. Meehan

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18 Attorneys for Defendant  
19 The Global Asylum, Inc.

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EXHIBIT A  
**CERTIFICATION**

I, \_\_\_\_\_, certify that I have read the Stipulated Protective Order (the “Order”) entered in *Warner Bros. Entertainment Inc. et al. v. The Global Asylum, Inc.*, No. 2:12-cv-09547-PSG-CW, U.S. District Court for the Central District of California, on \_\_\_\_\_, 2013, and that I understand the terms, conditions, and restrictions it imposes on any person given access to Discovery Materials (as that term is defined in the Order). I recognize that I am bound by the terms of that Order, and I agree to comply with those terms. I will not disclose Discovery Materials to anyone other than persons specifically authorized by the Order and agree to return all such materials that come into my possession to counsel from whom I received such materials.

I consent to be subject to the personal jurisdiction of the U.S. District Court for the Central District of California with respect to any proceedings relative to the enforcement of the Order, including any proceeding related to contempt of Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(Phone)

\_\_\_\_\_

(Employer/Business)

\_\_\_\_\_

(Job Title/Description)