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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

DESIGN COLLECTION, INC., a
California Corporation,

Plaintiff,

v.

SPRING IMPORT, INC., a New York
Corporation; DANICE STORES, INC.,
a New York Corporation;
AMAZON.COM, INC., a Delaware
Corporation; KNS INTERNATIONAL,
LLC, a Utah Limited Liability
Company d/b/a "Brumby Trading Co.;"
PUREDOT, INC., a New York
Corporation d/b/a "Peach Couture;" and
DOES 1-10,

Defendant.

CASE No. CV-14-02665-SJO-MRW

~~[PROPOSED]~~ ORDER FOR
STIPULATED PROTECTIVE
ORDER FOR CONFIDENTIAL
TREATMENT OF DOCUMENTS
AND INFORMATION

Honorable S. James Otero, Judge
Presiding

Honorable Michael R. Wilner,
Magistrate Judge

Action Filed: April 8, 2014
Discovery Cutoff: April 28, 2015
Pretrial Conference: July 20, 2015
Trial Date: July 28, 2015

1 1. INTRODUCTION

2 1.1 PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
7 enter the following Stipulated Protective Order. The parties acknowledge that this
8 Order does not confer blanket protections on all disclosures or responses to
9 discovery and that the protection it affords from public disclosure and use extends
10 only to the limited information or items that are entitled to confidential treatment
11 under the applicable legal principles. The parties further acknowledge, as set forth in
12 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
13 confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied when a party
15 seeks permission from the court to file material under seal.

16 1.2 GOOD CAUSE STATEMENT

17 This Action involves claims for copyright infringement under the Copyright Act
18 of 1976, Title 17 U.S.C., § 101 *et seq.* The parties, who are variously manufacturers,
19 licensors and vendors of textile designs, and apparel distributors and retailers, are direct
20 and/or indirect competitors of each other. In order to establish their claims and
21 defenses, the parties intend to seek discovery requesting sales, vendor, customer, import
22 and export practice, other financial information, and potentially other commercially and
23 competitively sensitive information.

24 There will also potentially be multiple depositions of the parties' employees or
25 agents and third party vendors, customers, licensees or clients and such persons will
26 likely be asked to answer questions on these potentially sensitive subject areas.
27 Information regarding the parties' vendors, customers, licensees and clients is
28 confidential and/or proprietary information which cannot be disclosed to other parties

1 and/or the public at large. A protective order ("Protective Order" or "Order") is
2 therefore necessary to avoid any prejudice or harm which would likely result if such
3 information was disclosed in the absence of the protections set forth herein. This Order
4 is also necessary for the orderly management of this litigation. Without this Order, the
5 exchange of party information, as well as information needed from third parties,
6 including most importantly the parties' vendors, customers, licensees or clients may
7 become logistically very difficult, time consuming and expensive.

8
9 2. DEFINITIONS

10 2.1 Action: This pending federal lawsuit, *Design Collection, Inc. v. Spring*
11 *Import, Inc.*, Central District of California Case No. CV-14-02665-SJO-MRW (filed
12 April 8, 2014) and does not include any other lawsuits, whether now pending or that
13 may be filed in the future.

14 2.2 Challenging Party: a Party or Non-Party that challenges the
15 designation 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" or "HIGHLY 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
28 generated in disclosures or responses to discovery in this matter.

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 “HIGHLY CONFIDENTIAL” Information or Items: information
5 (regardless of how it is generated, stored or maintained) or tangible things that qualify
6 for protection under Federal Rule of Civil Procedure 26(c), and as specified above in
7 the Good Cause Statement, that contains highly sensitive business or personal
8 information, the disclosure of which is highly likely to cause significant harm to an
9 individual or to the business or competitive position of the designating party. Any
10 party to this litigation or third party covered by this Order that produces or discloses
11 any Attorneys’ Eyes Only Information shall mark the same with the following, or a
12 substantially similar, legend: “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY”.

14 2.9 House Counsel: attorneys who are employees of a party to this Action.
15 House Counsel does not include Outside Counsel of Record or any other outside
16 counsel.

17 2.10 Non-Party: any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 2.11 Outside Counsel of Record: attorneys who are not employees of a
20 party to this Action but are retained to represent or advise a party to this Action and
21 have appeared in this Action on behalf of that party or are affiliated with a law firm
22 which has appeared on behalf of that party, and includes support staff.

23 2.12 Party: any party to this Action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.

28 2.14 Professional Vendors: persons or entities that provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
3 and their employees and subcontractors.

4 2.15 Protected Material: any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

6 2.16 Receiving Party: a Party that receives Disclosure or Discovery
7 Material from a Producing Party.

8

9 3. SCOPE

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

17

18 4. DURATION

19 Even after final disposition of this litigation, the confidentiality obligations
20 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
21 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
22 later of (1) dismissal of all claims and defenses in this Action, with or without
23 prejudice; and (2) final judgment herein after the completion and exhaustion of all
24 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
25 for filing any motions or applications for extension of time pursuant to applicable law.

26

27 5. DESIGNATING PROTECTED MATERIAL

28 5.1 Exercise of Restraint and Care in Designating Material for Protection.

1 Each Party or Non-Party that designates information or items for protection under
2 this Order must take care to limit any such designation to specific material that
3 qualifies under the appropriate standards. The Designating Party must designate for
4 protection only those parts of material, documents, items, or oral or written
5 communications that qualify so that other portions of the material, documents, items, or
6 communications for which protection is not warranted are not swept
7 unjustifiably within the ambit of this Order.

8 Mass, indiscriminate, or routinized designations are prohibited. Designations
9 that are shown to be clearly unjustified or that have been made for an improper
10 purpose (e.g., to unnecessarily encumber the case development process or to impose
11 unnecessary expenses and burdens on other parties) may expose the Designating
12 Party to sanctions.

13 If it comes to a Designating Party's attention that information or items that it
14 designated for protection do not qualify for protection, that Designating Party must
15 promptly notify all other Parties that it is withdrawing the inapplicable designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in
17 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
19 under this Order must be clearly so designated before the material is disclosed or
20 produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents,
23 but excluding transcripts of depositions or other pretrial or trial proceedings), that
24 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
25 "CONFIDENTIAL legend") or "HIGHLY CONFIDENTIAL" (hereinafter "HIGHLY
26 CONFIDENTIAL legend"), to each page that contains protected material. If only a
27 portion or portions of the material on a page qualifies for protection, the Producing
28 Party also must clearly identify the protected portion(s) (e.g., by making appropriate

1 markings in the margins).

2 A Party or Non-Party that makes original documents available for
3 inspection need not designate them for protection until after the inspecting Party has
4 indicated which documents it would like copied and produced. During the
5 inspection and before the designation, all of the material made available for
6 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
7 identified the documents it wants copied and produced, the Producing Party must
8 determine which documents, or portions thereof, qualify for protection under this
9 Order as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”. Then, before
10 producing the specified documents, the Producing Party must affix the
11 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to each page that
12 contains Protected Material. If only a portion or portions of the material on a page
13 qualifies for protection, the Producing Party also must clearly identify the protected
14 portion(s) (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify the
16 Disclosure or Discovery Material on the record, before the close of the deposition all
17 protected testimony.

18 (c) for information produced in some form other than documentary and for
19 any other tangible items, that the Producing Party affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the legend
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”. If only a portion or portions of
22 the information warrants protection, the Producing Party, to the extent practicable, shall
23 identify the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party’s right to secure protection under this Order for such material.
27 Upon timely correction of a designation, the Receiving Party must make reasonable
28 efforts to assure that the material is treated in accordance with the provisions of this

1 Order.

2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
4 designation of confidentiality at any time that is consistent with the Court's
5 Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
7 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
8 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be the
10 Designating Party. Frivolous challenges, and those made for an improper
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
12 parties) may expose the Challenging Party to sanctions. Unless the Designating
13 Party has waived or withdrawn the confidentiality designation, all parties shall
14 continue to afford the material in question the level of protection to which it is
15 entitled under the Producing Party's designation until the Court rules on the
16 challenge.

17 6.4 Nothing contained herein shall preclude a party from (a) using or
18 disseminating its own Confidential Information in any way; (b) disclosing information
19 taken from a document marked "Confidential" or "Highly Confidential" to any person
20 who on the face of that document is shown as having previously received the
21 document; (c) disclosing information which, at the time of disclosure, was already in
22 the recipient's possession or available to it from any other source known to the recipient
23 independently of the "Confidential" or "Highly Confidential" information and having
24 no obligation to or relationship with the party or nonparty witness which is the source
25 of said information; (d) disclosing information which at any time hereafter is available
26 to the recipient from any other source known to the recipient independently of the
27 "Confidential" or "Highly Confidential" information and having no obligation to or
28 relationship with the party or nonparty witness which is the source of said information;

1 or (e) disclosing information which is or at any time hereafter becomes available to the
2 public.

3
4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of section 13 below (FINAL
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 “CONFIDENTIAL” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
20 well as employees of said Outside Counsel of Record to whom it is reasonably
21 necessary to disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of
23 the Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action and who have signed the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (d) the Court and its personnel;

28 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
8 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
9 not be permitted to keep any confidential information unless they sign the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
11 agreed by the Designating Party or ordered by the court. Pages of transcribed
12 deposition testimony or exhibits to depositions that reveal Protected Material may
13 be separately bound by the court reporter and may not be disclosed to anyone except
14 as permitted under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Where
18 a Designating Party has designated information as “Highly Confidential – Attorneys’
19 Eyes Only,” other persons subject to this Order may disclose such information only to
20 the following persons:

21 (a) outside counsel for the Receiving Party, including any paralegal, clerical, or
22 other assistant that such outside counsel employs and assigns to this matter;

23 (b) vendors retained by or for the parties to assist with respect to pretrial
24 discovery, trial, or hearings, including but not limited to court reporters, litigation
25 support personnel, jury consultants, persons preparing demonstrative and audiovisual
26 aids for use in court, in depositions, or mock jury sessions;

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1 (c) any person a party retains to serve as an expert witness or otherwise provide
2 specialized advice to counsel in connection with this action, provided such person has
3 first executed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) any witness who counsel for a party in good faith believes may be called to
5 testify at trial or deposition in this action, provided such person has first executed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (e) other persons as to whom counsel for the Designating Party agrees in
8 advance; or

9 (f) as ordered by the Court, provided that such other persons have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

11

12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
13 IN OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in other litigation
15 that compels disclosure of any information or items designated in this Action as
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” that Party must:

17 (a) promptly notify in writing the Designating Party. Such notification
18 shall include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or order
20 to issue in the other litigation that some or all of the material covered by the
21 subpoena or order is subject to this Protective Order. Such notification shall include
22 a copy of this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with
26 the subpoena or court order shall not produce any information designated in this
27 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination
28 by the court from which the subpoena or order issued, unless the Party has obtained the

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

5

6 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
7 PRODUCED IN THIS LITIGATION

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

14 (b) In the event that a Party is required, by a valid discovery request, to
15 produce a Non-Party’s confidential information in its possession, and the Party is
16 subject to an agreement with the Non-Party not to produce the Non-Party’s
17 confidential information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party
19 that some or all of the information requested is subject to a confidentiality
20 agreement with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery request(s), and a reasonably
23 specific description of the information requested; and

24 (3) make the information requested available for inspection by the
25 Non-Party, if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within
27 14 days of receiving the notice and accompanying information, the Receiving Party
28 may produce the Non-Party’s confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
2 not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party shall bear the burden and
5 expense of seeking protection in this court of its Protected Material.

6
7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Protected Material to any person or in any circumstance not authorized under this
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to
12 retrieve all unauthorized copies of the Protected Material, (c) inform the person or
13 persons to whom unauthorized disclosures were made of all the terms of this Order,
14 and (d) request such person or persons to execute the “Acknowledgment and
15 Agreement to Be Bound” that is attached hereto as Exhibit A.

16
17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
18 PROTECTED MATERIAL

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

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12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any

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

8

9 14. Any violation of this Order may be punished by any and all appropriate
10 measures including, without limitation, contempt proceedings and/or monetary
11 sanctions.

12

13 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

14

15 DATED: February 9, 2015

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Hon. Michael R. Wilner
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Design Collection, Inc. v. Spring Import, Inc.*, Central District
of California Case No. CV-14-02665-SJO-MRW (filed April 8, 2014). I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective Order to
any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

1 Signature: _____

2 **PROOF OF SERVICE**

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 At the time of service, I was over 18 years of age and **not a party to this action.**
5 I am employed in the County of Los Angeles, State of California. My business address
is 3130 Wilshire Boulevard, Suite 500, Santa Monica, California 90403-2351.

6 On February 6, 2015, I served true copies of the following document(s) described
7 as **[PROPOSED] ORDER** on the interested parties in this action as follows:

8 Stephen M. Doniger
9 David Shein
10 DONIGER/ BURROUGHS APC
11 603 Rose Avenue
12 Venice CA 90291
13 stephen@donigerlawfirm.com
14 scott@donigerlawfirm.com
15 david@donigerlawfirm.com
16 Telephone: (310) 590-1820
17 Facsimile: (310) 417-3538

18 **BY CM/ECF NOTICE OF ELECTRONIC FILING:** I caused said
19 document(s) to be served by means of this Court's electronic transmission of the Notice
20 of Electronic Filing through the Court's transmission facilities, to the parties and/or
21 counsel who are registered CM/ECF Users set forth in the service list obtained from
22 this Court.

23 I declare under penalty of perjury under the laws of the United States of America
24 that the foregoing is true and correct and that I am employed in the office of a member
25 of the bar of this Court at whose direction the service was made.

26 Executed on February 6, 2015, at Santa Monica, California.

27
28 */s/ H Kim Sim* _____
H. Kim Sim