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

A.V.E.L.A., INC.; X One X Movie
Archive, Inc.

Plaintiffs,

v.

CENTRAL MILLS, INC. dba
FREEZE, a New York corporation;
CHARLIE TEBELE, an individual;
LOU SHALAM, an individual;
RANDI ROSENSTEIN, an
individual; and DOES 1 through 10,
inclusive.

Defendants

CENTRAL MILLS, INC. dba
FREEZE, a New York corporation

Counter-claimant

v.

A.V.E.L.A., INC., a Nevada
corporation; and LEO VALENCIA,
an individual

Counter-defendant

Case No. 2:15-CV-03918 JAK (AGRx)

**STIPULATED PROTECTIVE
ORDER**

1 A. PURPOSES AND LIMITATIONS

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

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, licensing agreements with third
17 parties, internal communications, customer information and communications,
18 pricing information, and other valuable research, development, commercial,
19 financial, technical and/or proprietary information for which special protection
20 from public disclosure and from use for any purpose other than prosecution of this
21 action is warranted. Such confidential and proprietary materials and information
22 consist of, among other things, confidential business or financial information,
23 information regarding confidential business practices, or other confidential
24 research, development, or commercial information (including information
25 implicating privacy rights of third parties), information otherwise generally
26 unavailable to the public, or which may be privileged or otherwise protected from
27 disclosure under state or federal statutes, court rules, case decisions, or common

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1 law. Accordingly, to expedite the flow of information, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately
3 protect information the parties are entitled to keep confidential, to ensure that the
4 parties are permitted reasonable necessary uses of such material in preparation for
5 and in the conduct of trial, to address their handling at the end of the litigation, and
6 serve the ends of justice, a protective order for such information is justified in this
7 matter. It is the intent of the parties that information will not be designated as
8 confidential for tactical reasons and that nothing be so designated without a good
9 faith belief that it has been maintained in a confidential, non-public manner, and
10 there is good cause why it should not be part of the public record of this case.

11 **2** DEFINITIONS

12 2.1 Action: this pending federal law suit.

13 2.2 “ATTORNEYS EYES ONLY” Information Or Items: very sensitive
14 “CONFIDENTIAL’ Information or Items,” disclosure of which to
15 another Party or Non-Party would create a risk of harm that could not
16 be avoided by less restrictive means. Examples include a party’s
17 overall sales information or sales information with respect to third
18 parties.

19 2.3 Challenging Party: a Party or Non-Party that challenges the
20 designation of information or items under this Order.

21 2.4 “CONFIDENTIAL” Information or Items: information (regardless of
22 how it is generated, stored or maintained) or tangible things that
23 qualify for protection under Federal Rule of Civil Procedure 26(c),
24 and as specified above in the Good Cause Statement. Such
25 information may be designated “CONFIDENTIAL” or “ATTORNEY
26 EYES ONLY” as appropriate.

27 2.5 Counsel: Outside Counsel of Record (as well as their support staff).
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- 2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “ATTORNEY EYES ONLY.”
- 2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.
- 2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.
- 2.9 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.
- 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.
- 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party, and includes support staff.
- 2.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).
- 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.
- 2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating,

1 preparing exhibits or demonstrations, and organizing, storing, or
2 retrieving data in any form or medium) and their employees and
3 subcontractors.

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

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 trial
16 judge. This Order does not govern the use of Protected Material at trial.

17 4 DURATION

18 4.1 Once a case proceeds to trial, all documents marked as trial exhibits
19 (including information designated as confidential or maintained
20 pursuant to this protective order) will become public and will be
21 presumptively available to all members of the public, including the
22 press, unless compelling reasons supported by specific factual
23 findings to proceed otherwise are made to the trial judge in advance of
24 the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d
25 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing
26 for sealing documents produced in discovery from “compelling
27 reasons” standard when merits-related documents are part of court
28

1 record). Accordingly, the terms of this protective order do not extend
2 to use of information designated CONFIDENTIAL after the
3 commencement of the trial.

4 4.2 Even after final disposition of this litigation, the confidentiality
5 obligations imposed by this Order shall remain in effect until a
6 Designating Party agrees otherwise in writing or a court order
7 otherwise directs. Final disposition shall be deemed to be the later of
8 (1) dismissal of all claims and defenses in this Action, with or without
9 prejudice; and (2) final judgment herein after the completion and
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of
11 this Action, including the time limits for filing any motions or
12 applications for extension of time pursuant to applicable law.

13 5 DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.

15 Each Party or Non-Party that designates information or items for
16 protection under this Order must take care to limit any such
17 designation to specific material that qualifies under the appropriate
18 standards. The Designating Party must designate for protection only
19 those parts of material, documents, items, or oral or written
20 communications that qualify so that other portions of the material,
21 documents, items, or communications for which protection is not
22 warranted are not swept unjustifiably within the ambit of this Order.

23 5.1.1 Mass, indiscriminate, or routinized designations are prohibited.
24 Designations that are shown to be clearly unjustified or that
25 have been made for an improper purpose (e.g., to unnecessarily
26 encumber the case development process or to impose
27 unnecessary expenses and burdens on other parties) may expose
28 the Designating Party to sanctions.

1 5.1.2 If it comes to a Designating Party's attention that information or
2 items that it designated for protection do not qualify for
3 protection, that Designating Party must promptly notify all
4 other Parties that it is withdrawing the inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in
6 this Order (see, e.g., second paragraph of section 5.2(a) below), or as
7 otherwise stipulated or ordered, Disclosure or Discovery Material that
8 qualifies for protection under this Order must be clearly so designated
9 before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or
12 electronic documents, but excluding transcripts of depositions or other
13 pretrial or trial proceedings), that the Producing Party affix at a
14 minimum, the legend "CONFIDENTIAL" or "ATTORNEY EYES
15 ONLY" (hereinafter "CONFIDENTIAL legend"), to each page that
16 contains protected material. If only a portion or portions of the
17 material on a page qualifies for protection, the Producing Party also
18 must clearly identify the protected portion(s) (e.g., by making
19 appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available
21 for inspection need not designate them for protection until after the
22 inspecting Party has indicated which documents it would like copied
23 and produced. During the inspection and before the designation, all of
24 the material made available for inspection shall be deemed
25 "ATTORNEY EYES ONLY" After the inspecting Party has identified
26 the documents it wants copied and produced, the Producing Party
27 must determine which documents, or portions thereof, qualify for
28 protection under this Order. Then, before producing the specified

1 documents, the Producing Party must affix the “CONFIDENTIAL” or
2 “ATTORNEY EYES ONLY” legend” to each page that contains
3 Protected Material. If only a portion or portions of the material on a
4 page qualifies for protection, the Producing Party also must clearly
5 identify the protected portion(s) (e.g., by making appropriate
6 markings in the margins).

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

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

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing
18 alone, waive the Designating Party’s right to secure protection under
19 this Order for such material. Upon timely correction of a designation,
20 the Receiving Party must make reasonable efforts to assure that the
21 material is treated in accordance with the provisions of this Order.

22 6 CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time that is consistent with the
25 Court’s Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
27 resolution process under Local Rule 37.1 et seq.

28 6.3 The burden of persuasion in any such challenge proceeding shall be

1 on the Designating Party. Frivolous challenges, and those made for an
2 improper purpose (e.g., to harass or impose unnecessary expenses and
3 burdens on other parties) may expose the Challenging Party to
4 sanctions. Unless the Designating Party has waived or withdrawn the
5 confidentiality designation, all parties shall continue to afford the
6 material in question the level of protection to which it is entitled under
7 the Producing Party’s designation until the Court rules on the
8 challenge.

9 7 ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

21 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
22 otherwise ordered by the court or permitted in writing by the
23 Designating Party, a Receiving Party may disclose any information or
24 item designated “CONFIDENTIAL” only to:
25 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
26 well as employees of said Outside Counsel of Record to whom it is
27 reasonably necessary to disclose the information for this Action;
28 (b) the officers, directors, and employees (including House Counsel)

1 of the Receiving Party to whom disclosure is reasonably necessary for
2 this Action;

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

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

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

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

16 (h) during their depositions, witnesses, and attorneys for witnesses, in
17 the Action to whom disclosure is reasonably necessary provided:

18 (1) the deposing party requests that the witness sign the form
19 attached as Exhibit 1 hereto; and

20 (2) they will not be permitted to keep any confidential
21 information unless they sign the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A), unless otherwise agreed
23 by the Designating Party or ordered by the court. Pages of
24 transcribed deposition testimony or exhibits to depositions that
25 reveal Protected Material may be separately bound by the court
26 reporter and may not be disclosed to anyone except as permitted
27 under this Stipulated Protective Order; and

28 (i) any mediator or settlement officer, and their supporting personnel,

1 mutually agreed upon by any of the parties engaged in settlement
2 discussions.

3
4 7.3 Disclosure of “ATTORNEY EYES ONLY” Information or Items.

5 Unless otherwise ordered by the court or permitted in writing by the
6 Designating Party, a Receiving Party may disclose any information or
7 item designated “ATTORNEY EYES ONLY” only to:

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

11 (b) Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for this Action and who have
13 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
14 A);

15 (c) the court and its personnel;

16 (d) court reporters and their staff;

17 (e) the author or recipient of a document containing the information or
18 a custodian or other person who otherwise possessed or knew the
19 information; and

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

23 8 PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
24 IN OTHER LITIGATION

25 8.1 If a Party is served with a subpoena or a court order issued in other
26 litigation that compels disclosure of any information or items
27 designated in this Action as “CONFIDENTIAL” or “ATTORNEY
28 EYES ONLY” that Party must:

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

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

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

11 If the Designating Party timely seeks a protective order, the Party
12 served with the subpoena or court order shall not produce any information
13 designated in this action as “CONFIDENTIAL” or “ATTORNEY EYES
14 ONLY” before a determination by the court from which the subpoena or
15 order issued, unless the Party has obtained the Designating Party’s
16 permission. The Designating Party shall bear the burden and expense of
17 seeking protection in that court of its confidential material and nothing in
18 these provisions should be construed as authorizing or encouraging a
19 Receiving Party in this Action to disobey a lawful directive from another
20 court.

21 9 A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
22 PRODUCED IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a
24 Non-Party in this Action and designated as “CONFIDENTIAL” or
25 “ATTORNEY EYES ONLY.” Such information produced by Non-Parties
26 in connection with this litigation is protected by the remedies and relief
27 provided by this Order. Nothing in these provisions should be construed as
28 prohibiting a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the
3 Party is subject to an agreement with the Non-Party not to produce the
4 Non-Party's confidential information, then the Party shall:

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

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

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

13 (c) If the Non-Party fails to seek a protective order from this court within 14
14 days of receiving the notice and accompanying information, the Receiving
15 Party may produce the Non-Party's confidential information responsive to
16 the discovery request. If the Non-Party timely seeks a protective order, the
17 Receiving Party shall not produce any information in its possession or
18 control that is subject to the confidentiality agreement with the Non-Party
19 before a determination by the court. Absent a court order to the contrary, the
20 Non-Party shall bear the burden and expense of seeking protection in this
21 court of its Protected Material.

22 10 UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has
24 disclosed Protected Material to any person or in any circumstance not authorized
25 under this Stipulated Protective Order, the Receiving Party must immediately:

26 (a) notify in writing the Designating Party of the unauthorized disclosures,

27 (b) use its best efforts to retrieve all unauthorized copies of the Protected

28 Material,

1 (c) inform the person or persons to whom unauthorized disclosures were
2 made of all the terms of this Order, and

3 (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11 INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other
9 protection, the obligations of the Receiving Parties are those set forth in Federal
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
11 whatever procedure may be established in an e-discovery order that provides for
12 production without prior privilege review. Pursuant to Federal Rule of Evidence
13 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
14 of a communication or information covered by the attorney-client privilege or
15 work product protection, the parties may incorporate their agreement in the
16 stipulated protective order submitted to the court.

17 12 MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order no Party waives any right it otherwise would have to
22 object to disclosing or producing any information or item on any
23 ground not addressed in this Stipulated Protective Order. Similarly, no
24 Party waives any right to object on any ground to use in evidence of
25 any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any
27 Protected Material must comply with Civil Local Rule 79-5. Protected
28 Material may only be filed under seal pursuant to a court order

1 authorizing the sealing of the specific Protected Material at issue. If a
2 Party's request to file Protected Material under seal is denied by the
3 court, then the Receiving Party may file the information in the public
4 record unless otherwise instructed by the court.

5 13 FINAL DISPOSITION

6 13.1 After the final disposition of this Action, as defined in paragraph 4,
7 within 60 days of a written request by the Designating Party, each
8 Receiving Party must return all Protected Material to the Producing
9 Party or destroy such material. As used in this subdivision, "all
10 Protected Material" includes all copies, abstracts, compilations,
11 summaries, and any other format reproducing or capturing any of the
12 Protected Material. Whether the Protected Material is returned or
13 destroyed, the Receiving Party must submit a written certification to
14 the Producing Party (and, if not the same person or entity, to the
15 Designating Party) by the 60 day deadline that (1) identifies (by
16 category, where appropriate) all the Protected Material that was
17 returned or destroyed and (2) affirms that the Receiving Party has not
18 retained any copies, abstracts, compilations, summaries or any other
19 format reproducing or capturing any of the Protected Material.

20 13.2 Notwithstanding this provision, Counsel are entitled to retain an
21 archival copy of all pleadings, motion papers, trial, deposition, and
22 hearing transcripts, legal memoranda, correspondence, deposition and
23 trial exhibits, expert reports, attorney work product, and consultant
24 and expert work product, even if such materials contain Protected
25 Material. Any such archival copies that contain or constitute Protected
26 Material remain subject to this Protective Order as set forth in Section
27 4 (DURATION).

28 14 Any violation of this Order may be punished by any and all appropriate

1 measures including, without limitation, contempt proceedings and/or
2 monetary sanctions.

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

4 Dated: September 23, 2016

5 GOODHEART LAW OFFICES
6 GREGORY J. GOODHEART

7 /s/ Gregory J. Goodheart
8 Gregory J. Goodheart

9 22736 Vanowen St., #303
10 West Hills, CA 91307
11 Telephone: (818) 992-4463

*Attorneys for A.V.E.L.A., INC.; X One X
Movie Archive, Inc.; Leo Valencia*

12 Dated: September 23, 2016

13 LAW OFFICES OF DARREN J. QUINN
14 DARREN J. QUINN

15 /s/ Darren J. Quinn
16 Darren J. Quinn

17 12702 Via Cortina, Suite 105
18 Del Mar, CA 92014
19 Telephone: (858) 509-9401

*Attorneys for Central Mills, Inc. d/b/a
Freeze; Charlie Tebele; Lou Shalam, Randi
Rosenstein*

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21
22 DATED: September 29, 2016

Alicia G. Rosenberg

23 Hon. Alicia G. Rosenberg
24 United States District/Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on [date] in the case of *A.V.E.L.A., Inc., et al. v. Central Mills, Inc., et al*, United
8 States District Court, No. 2:15-CV-03918 JAK (AGRx), including counterclaims.

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

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

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____