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

UNICOLORS, INC., a California Corporation,

Plaintiff,

vs.

SHORELINE WEAR, INC., a New York Corporation; AMAZON.COM, INC., a Washington Corporation; ROSS STORES, INC., a California Corporation; and DOES 1 through 10,

Defendants.

Case No. 2:16-cv-00295 DSF-(GJS)

Assigned to: Hon. Dale S. Fischer
United States District Judge

Referred to: Hon. Gail J. Standish
United States Magistrate Judge

ORDER ADOPTING STIPULATED PROTECTIVE ORDER

NOTE ADDITIONS AND DELETIONS MADE BY THE COURT IN BOLD

1 Upon consideration of the Stipulated Protective Order dated May 13, 2016
2 between Plaintiff Unicolors, Inc. (“Plaintiff” or “Unicolors”) and Defendants Ross
3 Stores, Inc. (“Ross”), Shoreline Wear, Inc. (“Shoreline”), and Amazon.com, Inc.
4 (“Amazon”) (Ross, Shoreline, and Amazon collectively, “Defendants”), and finding
5 good cause thereon,

6 **IT IS HEREBY ORDERED** that the terms of the Stipulated Protective
7 Order shall govern the handling and disclosure of documents, things, and
8 information produced in this Action as follows:

9 1. A. PURPOSES AND LIMITATIONS

10 Discovery in this action is likely to involve production of confidential,
11 proprietary or private information for which special protection from public
12 disclosure and from use for any purpose other than prosecuting this litigation may
13 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
14 enter the following Stipulated Protective Order. The parties acknowledge that this
15 Order does not confer blanket protections on all disclosures or responses to
16 discovery and that the protection it affords from public disclosure and use extends
17 only to the limited information or items that are entitled to confidential treatment
18 under the applicable legal principles.

19
20 B. GOOD CAUSE STATEMENT

21 This action is likely to involve trade secrets, customer and pricing lists and
22 other valuable research, development, commercial, financial, technical and/or
23 proprietary information for which special protection from public disclosure **during**
24 **discovery** and from use for any purpose other than prosecution of this action **may**
25 **be []** warranted. Such confidential and proprietary materials and information consist
26 of, among other things, confidential business or financial information, information
27 regarding confidential business practices, or other confidential research,
28

1 development, or commercial information (including information implicating privacy
2 rights of third parties), information otherwise generally unavailable to the public, or
3 which may be privileged or otherwise protected from disclosure under state or
4 federal statutes, court rules, case decisions, or common law. Accordingly, to
5 expedite the flow of information, to facilitate the prompt resolution of disputes over
6 confidentiality of discovery materials, to adequately protect information the parties
7 are entitled to keep confidential, to ensure that the parties are permitted reasonable
8 necessary uses of such material in preparation for [] trial to address their handling at
9 the end of the litigation, and serve the ends of justice, a protective order for such
10 information is justified in this matter. It is the intent of the parties that information
11 will not be designated as confidential for tactical reasons and that nothing be so
12 designated without a good faith belief that it has been maintained in a confidential,
13 non-public manner, and there is good cause why it should not be part of the public
14 record of this case. **The parties understand and acknowledge that this
15 Protective Order does not govern the use of materials at trial. Any motions for
16 protective order or requests that documents be maintained under seal must be
17 made to the judicial officer handling the trial.**

18
19 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

20 The parties further acknowledge, as set forth in Section 12.3, below, that this
21 Stipulated Protective Order does not entitle them to file confidential information
22 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
23 and the standards that will be applied when a party seeks permission from the court
24 to file material under seal.

25 There is a strong presumption that the public has a right of access to judicial
26 proceedings and records in civil cases. In connection with non-dispositive motions,
27 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
28 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*

1 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electrics,
2 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
3 require good cause showing), and a specific showing of good cause or compelling
4 reasons with proper evidentiary support and legal justification, must be made with
5 respect to Protected Material that a party seeks to file under seal. The parties' mere
6 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
7 without the submission of competent evidence by declaration, establishing that the
8 material sought to be filed under seal qualifies as confidential, privileged, or
9 otherwise protectable—constitute good cause.

10 Further, if a party requests sealing related to a dispositive motion or trial, then
11 compelling reasons, not only good cause, for the sealing must be shown, and the
12 relief sought shall be narrowly tailored to serve the specific interest to be protected.
13 See Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For
14 each item or type of information, document, or thing sought to be filed or introduced
15 under seal in connection with a dispositive motion or trial, the party seeking
16 protection must articulate compelling reasons, supported by specific facts and legal
17 justification, for the requested sealing order. Again, competent evidence supporting
18 the application to file documents under seal must be provided by declaration.

19 Any document that is not confidential, privileged, or otherwise protectable in
20 its entirety will not be filed under seal if the confidential portions can be redacted.
21 If documents can be redacted, then a redacted version for public viewing, omitting
22 only the confidential, privileged, or otherwise protectable portions of the document,
23 shall be filed. Any application that seeks to file documents under seal in their
24 entirety should include an explanation of why redaction is not feasible.

25
26 2. DEFINITIONS

27 2.1 Action: This pending federal lawsuit.

28 2.2 Challenging Party: a Party or Non-Party that challenges the

1 designation of information or items under this Order.

2 2.3.1 “CONFIDENTIAL” Information or Items: information (regardless of
3 how it is generated, stored or maintained) or tangible things that qualify for
4 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
5 the Good Cause Statement.

6 2.3.2 “HIGHLY CONFIDENTIAL - ACO” Information or Items:
7 information that constitutes a trade secret of the Designating Party.

8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
9 their support staff).

10 2.5 Designating Party: a Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ACO”.

13 2.6 Disclosure or Discovery Material: all items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced or
16 generated in disclosures or responses to discovery in this matter.

17 2.7 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as
19 an expert witness or as a consultant in this Action.

20 2.8 House Counsel: attorneys who are employees of a party to this Action.
21 House Counsel does not include Outside Counsel of Record or any other outside
22 counsel.

23 2.9 Non-Party: any natural person, partnership, corporation, association or
24 other legal entity not named as a Party to this action.

25 2.10 Outside Counsel of Record: attorneys who are not employees of a
26 party to this Action but are retained to represent or advise a party to this Action and
27 have appeared in this Action on behalf of that party or are affiliated with a law firm
28 that has appeared on behalf of that party, and includes support staff.

1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.13 Professional Vendors: persons or entities that provide litigation
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.14 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ACO”.

12 2.15 Receiving Party: a Party that receives Disclosure or Discovery
13 Material from a Producing Party.

14
15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only
17 Protected Material (as defined above), but also (1) any information copied or
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or
19 compilations of Protected Material; and (3) any testimony, conversations, or
20 presentations by Parties or their Counsel that might reveal Protected Material.

21 Any use of Protected Material at trial shall be governed by the orders of the
22 trial judge. This Order does not govern the use of Protected Material at trial.

23
24 4. DURATION

25 Once a case proceeds to trial, information that was designated as
26 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
27 as an exhibit at trial becomes public and will be presumptively available to all
28 members of the public, including the press, unless compelling reasons supported by

1 specific factual findings to proceed otherwise are made to the trial judge in advance
2 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
3 showing for sealing documents produced in discovery from “compelling reasons”
4 standard when merits-related documents are part of court record). Accordingly, the
5 terms of this protective order do not extend beyond the commencement of the trial.

6
7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

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

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix at a minimum, the legend
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ACO”, as may be
6 appropriate, (hereinafter “CONFIDENTIAL legend”), to each page that contains
7 protected material. If only a portion of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected portion(s)
9 (e.g., by making appropriate markings in the margins).

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

22 (b) for testimony given in depositions that the Designating Party identifies
23 the Disclosure or Discovery Material on the record, before the close of the
24 deposition all protected testimony.

25 (c) for information produced in some form other than documentary and
26 for any other tangible items, that the Producing Party affix in a prominent place on
27 the exterior of the container or containers in which the information is stored the
28 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ACO” as may be

1 appropriate. If only a portion or portions of the information warrants protection, the
2 Producing Party, to the extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party's right to secure protection under this Order for such material.
6 Upon timely correction of a designation, the Receiving Party must make reasonable
7 efforts to assure that the material is treated in accordance with the provisions of this
8 Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time that is consistent with the Court's
12 Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
14 resolution process under Local Rule 37.1 et seq.

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

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this
26 Action only for prosecuting, defending or attempting to settle this Action. Such
27 Protected Material may be disclosed only to the categories of persons and under the
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1 conditions described in this Order. When the Action has been terminated, a
2 Receiving Party must comply with the provisions of section 13 below (FINAL
3 DISPOSITION).

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

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated
10 “CONFIDENTIAL” only to:

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

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

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

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

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

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

26 (h) during their depositions, witnesses, and attorneys for witnesses, in the
27 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
28 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will

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

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

9 7.3 Disclosure of “HIGHLY CONFIDENTIAL - ACO” Information or
10 Items. Unless otherwise ordered by the court or permitted in writing by the
11 Designating Party, a Receiving Party may disclose any information or item
12 designated “HIGHLY CONFIDENTIAL - ACO” only to: those persons identified
13 above in Section 7.2(a) and (c)-(i). “HIGHLY CONFIDENTIAL – ACO”
14 information may not be disclosed to the officers, directors, and employees of the
15 Receiving Party, but may be disclosed to House Counsel for the Receiving Party.

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
17 IN OTHER LITIGATION

18 If a Party is served with a subpoena or a court order issued in other litigation
19 that compels disclosure of any information or items designated in this Action as
20 “CONFIDENTIAL,” that Party must:

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

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

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

2 If the Designating Party timely seeks a protective order, the Party served with
3 the subpoena or court order shall not produce any information designated in this
4 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ACO” before a
5 determination by the court from which the subpoena or order issued, unless the
6 Party has obtained the Designating Party’s permission. The Designating Party shall
7 bear the burden and expense of seeking protection in that court of its confidential
8 material and nothing in these provisions should be construed as authorizing or
9 encouraging a Receiving Party in this Action to disobey a lawful directive from
10 another court.

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

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

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

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

26 (2) promptly provide the Non-Party with a copy of the Stipulated
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably
28

1 specific description of the information requested; and

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

4 (c) If the Non-Party fails to seek a protective order from this court within
5 14 days of receiving the notice and accompanying information, the Receiving Party
6 may produce the Non-Party's confidential information responsive to the discovery
7 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
8 not produce any information in its possession or control that is subject to the
9 confidentiality agreement with the Non-Party before a determination by the court.
10 Absent a court order to the contrary, the Non-Party shall bear the burden and
11 expense of seeking protection in this court of its Protected Material.

12
13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

22
23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever

1 procedure may be established in an e-discovery order that provides for production
2 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
3 (e), insofar as the parties reach an agreement on the effect of disclosure of a
4 communication or information covered by the attorney-client privilege or work
5 product protection, the parties may incorporate their agreement in the stipulated
6 protective order submitted to the court.

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9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
11 person to seek its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this
13 Protective Order, no Party waives any right it otherwise would have to object to
14 disclosing or producing any information or item on any ground not addressed in this
15 Stipulated Protective Order. Similarly, no Party waives any right to object on any
16 ground to use in evidence of any of the material covered by this Protective Order.

17 12.3 Filing Protected Material. A Party that seeks to file under seal any
18 Protected Material must comply with Local Civil Rule 79-5. Protected Material
19 may only be filed under seal pursuant to a court order authorizing the sealing of the
20 specific Protected Material at issue. If a Party's request to file Protected Material
21 under seal is denied by the court, then the Receiving Party may file the information
22 in the public record unless otherwise instructed by the court.

23 13. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within 60
25 days of a written request by the Designating Party, each Receiving Party must return
26 all Protected Material to the Producing Party or destroy such material. As used in
27 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
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1 summaries, and any other format reproducing or capturing any of the Protected
2 Material. Whether the Protected Material is returned or destroyed, the Receiving
3 Party must submit a written certification to the Producing Party (and, if not the same
4 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
5 (by category, where appropriate) all the Protected Material that was returned or
6 destroyed and (2) affirms that the Receiving Party has not retained any copies,
7 abstracts, compilations, summaries or any other format reproducing or capturing any
8 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
9 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
10 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
11 reports, attorney work product, and consultant and expert work product, even if such
12 materials contain Protected Material. Any such archival copies that contain or
13 constitute Protected Material remain subject to this Protective Order as set forth in
14 Section 4 (DURATION).

15 14. VIOLATION

16 Any violation of this Order may be punished by appropriate measures
17 including, without limitation, contempt proceedings and/or monetary sanctions.

18
19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20
21 DATED: May 24, 2016



22
23 Gail J. Standish
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California
8 on [date] in the case of _____ [**insert formal name of the case and the**
9 **number and initials assigned to it by the court**]. I agree to comply with and to be
10 bound by all the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and punishment
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner
13 any information or item that is subject to this Stipulated Protective Order to any
14 person or entity except in strict compliance with the provisions of this Order.
15 I further agree to submit to the jurisdiction of the United States District Court for the
16 Central District of California for enforcing the terms of this Stipulated Protective
17 Order, even if such enforcement proceedings occur after termination of this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____