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11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

13 NIGHTCAP CLOTHING, INC.

14 Plaintiff,

15 vs.

16 FOR LOVE & LEMONS, LLC AND  
17 DOES 1 to 10,

18 Defendant.

CASE NO. 2:16-cv-09310-CAS-SK  
(Assigned to Hon. Christina A. Snyder,  
Ct. 8D)

**[PROPOSED] ORDER TO  
STIPULATED PROTECTIVE  
ORDER**

**(Filed concurrently with Stipulated  
Protective Order)**

Complaint Filed: December 16, 2016

19  
20  
21 Having considered the parties' pleadings on file to date, and the parties' jointly  
22 submitted Stipulated Protective Order to govern the handling of information and  
23 materials produced in the course of discovery or filed with the Court in this action,  
24 the Court determines as follows:

25  
26 1. A. PURPOSES AND LIMITATIONS

27 Discovery in this action is likely to involve production of confidential,  
28 proprietary, or private information for which special protection from public

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

12  
13 B. GOOD CAUSE STATEMENT

14 This action is likely to involve trade secrets, customer, pricing, sales, profit  
15 and revenue information, and other valuable research, development, commercial,  
16 financial, technical and/or proprietary information for which special protection from  
17 public disclosure and from use for any purpose other than prosecution of this action  
18 is warranted. Such confidential and proprietary materials and information consist of,  
19 among other things, confidential business or financial information, information  
20 regarding confidential business practices, or other confidential research,  
21 development, or commercial information (including information implicating privacy  
22 rights of third parties), information otherwise generally unavailable to the public, or  
23 which may be privileged or otherwise protected from disclosure under state or  
24 federal statutes, court rules, case decisions, or common law. Accordingly, to  
25 expedite the flow of information, to facilitate the prompt resolution of disputes over  
26 confidentiality of discovery materials, to adequately protect information the parties  
27 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
28 necessary uses of such material in preparation for and in the conduct of trial, to

1 address their handling at the end of the litigation, and serve the ends of justice, a  
2 protective order for such information is justified in this matter. It is the intent of the  
3 parties that information will not be designated as confidential for tactical reasons  
4 and that nothing be so designated without a good faith belief that it has been  
5 maintained in a confidential, non-public manner, and there is good cause why it  
6 should not be part of the public record of this case.

7  
8 2. DEFINITIONS

9 2.1 Action: this pending federal law suit

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
11 of information or items under this Order.

12 2.3 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
13 EYES ONLY" Information or Items: information (regardless of how it is generated,  
14 stored or maintained) or tangible things that qualify for protection under Federal  
15 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
17 their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or  
19 items that it produces in disclosures or in responses to discovery as  
20 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL- ATTORNEYS' EYES  
21 ONLY."

22 2.6 Disclosure or Discovery Material: all items or information, regardless  
23 of the medium or manner in which it is generated, stored, or maintained (including,  
24 among other things, testimony, transcripts, and tangible things), that are produced or  
25 generated in disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
28 an expert witness or as a consultant in this Action.

1           2.8    House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.9    Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6           2.10   Outside Counsel of Record: attorneys who are not employees of a party  
7 to this Action but are retained to represent or advise a party to this Action and have  
8 appeared in this Action on behalf of that party or are affiliated with a law firm which  
9 has appeared on behalf of that party, and includes support staff.

10          2.11   Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.13   Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          2.14   Protected Material: any Disclosure or Discovery Material that is  
20 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
21 ATTORNEYS' EYES ONLY."

22          2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

24

25   3.    SCOPE

26           The protections conferred by this Stipulation and Order cover not only  
27 Protected Material (as defined above), but also (1) any information copied or  
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material. Any  
3 use of Protected Material at trial shall be governed by the orders of the trial judge.  
4 This Order does not govern the use of Protected Material at trial.

5  
6 4. DURATION

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

15  
16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

1 Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it  
3 designated for protection do not qualify for protection, that Designating Party must  
4 promptly notify all 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 otherwise  
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
8 under this Order must be clearly so designated before the material is disclosed or  
9 produced.

10 Designation in conformity with this Order requires:

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

19 A Party or Non-Party that makes original documents available for inspection  
20 need not designate them for protection until after the inspecting Party has indicated  
21 which documents it would like copied and produced. During the inspection and  
22 before the designation, all of the material made available for inspection shall be  
23 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
24 documents it wants copied and produced, the Producing Party must determine which  
25 documents, or portions thereof, qualify for protection under this Order. Then, before  
26 producing the specified documents, the Producing Party must affix the  
27 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
28 portion or portions of the material on a page qualifies for protection, the Producing

1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3 (b) for testimony given in depositions that the designating Party  
4 identify the Disclosure or Discovery Material on the record, before the close of the  
5 deposition all protected testimony.

6 (c) for information produced in some form other than documentary  
7 and for any other tangible items, that the producing Party affix in a prominent place  
8 on the exterior of the container or containers in which the information is stored the  
9 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
10 EYES ONLY." If only a portion or portions of the information warrants protection,  
11 the Producing Party, to the extent practicable, shall identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party's right to secure protection under this Order for such material.  
15 Upon timely correction of a designation, the Receiving Party must make reasonable  
16 efforts to assure that the material is treated in accordance with the provisions of this  
17 Order.

18

## 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court's  
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be on  
26 the Designating Party. Frivolous challenges, and those made for an improper  
27 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
28 parties) may expose the Challenging Party to sanctions. Unless the Designating.

1 Party has waived or withdrawn the confidentiality designation, all parties shall  
2 continue to afford the material in question the level of protection to which it is  
3 entitled under the Producing Party's designation until the Court rules on the  
4 challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

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

28 (d) the court and its personnel;

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and
- 3 Professional Vendors to whom disclosure is reasonably necessary for this Action
- 4 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
- 5 A);
- 6 (g) the author or recipient of a document containing the information
- 7 or a custodian or other person who otherwise possessed or knew the information;
- 8 (h) during their depositions, witnesses, and attorneys for witnesses,
- 9 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
- 10 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
- 11 they will not be permitted to keep any confidential information unless they sign the
- 12 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
- 13 agreed by the Designating Party or ordered by the court. Pages of transcribed
- 14 deposition testimony or exhibits to depositions that reveal Protected Material may
- 15 be separately bound by the court reporter and may not be disclosed to anyone except
- 16 as permitted under this Stipulated Protective Order; and
- 17 (i) any mediator or settlement officer, and their supporting
- 18 personnel, mutually agreed upon by any of the parties engaged in settlement
- 19 discussions.

20 7.3 Materials Designated "HIGHLY CONFIDENTIAL – ATTORNEYS’

21 EYES ONLY": Subject to the limitations in this Protective Order, Designated

22 Materials may be marked "HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

23 ONLY" for the purpose of preventing the disclosure of information or materials

24 which, if disclosed to the receiving party, might cause competitive harm to the

25 Designating Party. Information and material that may be subject to this protection

26 includes, but is not limited to, technical and/or research and development data,

27 intellectual property, financial, marketing, and other sales data, and/or information

28 having strategic commercial value pertaining to the Designating Party’s trade or

1 business. Before designating any specific information “HIGHLY CONFIDENTIAL  
2 – ATTORNEYS’ EYES ONLY,” the Designating Party’s counsel shall make a good  
3 faith determination that the information warrants such protection. Materials  
4 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials  
5 may be disclosed only to the following Designees:

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

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

12 (c) the court and its personnel;

13 (d) court reporters and their staff;

14 (e) professional jury or trial consultants, mock jurors, and  
15 Professional Vendors to whom disclosure is reasonably necessary for this Action  
16 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
17 A);

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

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

23 A Party (or only a Party’s principal or owner if a Party is a corporation or  
24 other business entity) may be provided the ultimate or total figures, not detailed or  
25 line item information, for the other Party’s revenues, sales and profit information,  
26 notwithstanding any Party’s designation of documents showing such figures as  
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

28

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
6 ONLY," that Party must:

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

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

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

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

24  
25 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced  
28 by a Non-Party in this Action and designated as "CONFIDENTIAL." Such

1 information produced by Non-Parties in connection with this litigation is protected  
2 by the remedies and relief provided by this Order. Nothing in these provisions  
3 should be construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

24

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
27 Protected Material to any person or in any circumstance not authorized under this  
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in

1 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
2 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
3 persons to whom unauthorized disclosures were made of all the terms of this Order,  
4 and (d) request such person or persons to execute the "Acknowledgment and  
5 Agreement to Be Bound" that is attached hereto as Exhibit A.

6  
7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
8 OTHERWISE PROTECTED MATERIAL

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

19  
20 12. MISCELLANEOUS

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
22 person to seek its modification by the Court in the future.

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

28 12.3 Filing Protected Material. A Party that seeks to file under seal any

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

6  
7 13. FINAL DISPOSITION

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

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

4  
5 **IT IS SO ORDERED.**

6  
7 DATED: July 3, 2017

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10 Honorable Steve Kim  
11 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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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 Nightcap Clothing, Inc.  
v. For Love & Lemons, LLC, Case No. 2:16-cv-09310-CAS-SK. 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: \_\_\_\_\_  
Signature: \_\_\_\_\_

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**CERTIFICATION OF SERVICE**

I hereby certify that on June 30, 2017, I electronically filed the **[PROPOSED] ORDER TO STIPULATED PROTECTIVE ORDER** with the Clerk of the Court by using the CM/ECF system.

DATED: June 30, 2017

**WASSERMAN LAW GROUP  
STEVE K. WASSERMAN, ESQ.  
KATHRYN S. MARSHALL, ESO.**

Bv:     /s/ Kathryn S. Marshall      
KATHRYN S. MARSHALL  
Attorneys for NIGHTCAP CLOTHING, INC.