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8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

11 FABRIC SELECTION, INC., a
 12 California corporation,

13 Plaintiff,

14 vs.

15 GOGO APPAREL, INC., a New York
 corporation; ROSS STORES, INC., a
 16 Delaware corporation; and DOES 1
 through 10, Inclusive,

17 Defendants.

Case No. 2:17-cv-02650-ODW-PLAx

**STIPULATED PROTECTIVE
 ORDER**

Trial Date: April 10, 2018
 Discovery Cut-off: Dec. 27, 2017

Magistrate: Hon. Paul L. Abrams

20 **I. PURPOSES AND LIMITATIONS**

21 Discovery in this action is likely to involve production of confidential,
 22 proprietary, or private information for which special protection from public
 23 disclosure and from use for any purpose other than prosecuting or defending this
 24 litigation may be warranted. Accordingly, the parties hereby stipulate to and petition
 25 the Court to enter the following Stipulated Protective Order. The parties acknowledge
 26 that this Order does not confer blanket protections on all disclosures or responses to
 27 discovery and that the protection it affords from public disclosure and use extends
 28 only to the limited information or items that are entitled to confidential treatment

resch polster & berger llp

1 under the applicable legal principles. The parties further acknowledge that Civil Local
2 Rule 79-5 sets forth the procedures that must be followed and the standards that will
3 be applied when a party seeks permission from the court to file material, designed
4 confidential or otherwise, under seal.

5 **II. GOOD CAUSE STATEMENT**

6 This action is likely to involve trade secrets, customer and pricing lists and
7 other valuable research, development, commercial, financial, technical and/or
8 proprietary information for which special protection from public disclosure and from
9 use for any purpose other than prosecution or defense of this action is warranted.
10 Such confidential and proprietary materials and information consist of, among other
11 things, confidential business or financial information, information regarding
12 confidential business practices, or other confidential research, development, or
13 commercial information, information otherwise generally unavailable to the public,
14 or which may be privileged or otherwise protected from disclosure under state or
15 federal statutes, court rules, case decisions, or common law. Accordingly, to expedite
16 the flow of information, to facilitate the prompt resolution of disputes over
17 confidentiality of discovery materials, to adequately protect information the parties
18 are entitled to keep confidential, to ensure that the parties are permitted reasonable
19 necessary uses of such material in preparation for and in the conduct of trial, to
20 address their handling at the end of the litigation, and serve the ends of justice, a
21 protective order for such information is justified in this matter. It is the intent of the
22 parties that information will not be designated as confidential for tactical reasons and
23 that nothing be so designated without a good faith belief that it has been maintained in
24 a confidential, non-public manner, and there is good cause why it should not be part of
25 the public record of this case.

26 **III. DEFINITIONS**

27 1. Action: *Fabric Selection, Inc. v. Gogo Apparel, Inc., et al.* Case No.
28 2:17-cv-02650-ODW-PLA.

1 2. Challenging Party: a Party or Non-Party that challenges the designation
2 of information or items under this Order.

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

7 4. Counsel: Outside Counsel of Record (as well as their support staff).

8 5. Designating Party: a Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL.”

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

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

18 8. “HIGHLY CONFIDENTIAL” or “ATTORNEY EYES ONLY”
19 Information or Items: information (regardless of how it is generated, stored or
20 maintained) or tangible things that qualify for protection under Federal Rule of Civil
21 Procedure 26(c), and as specified above in the Good Cause Statement which are
22 particularly sensitive, for which the disclosure to another party in this action is likely
23 to significantly harm the disclosing party’s competitive position, or the disclosure of
24 which would contravene an obligation of confidentiality to a third person or to a
25 Court. Besides the disclosing party, such designated material is meant for the custody
26 and review of Outside Counsel of Record only.

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1 9. 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 10. Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 11. 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 that has
9 appeared on behalf of that party, including support staff.

10 12. Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts.

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

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

18 15. Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “ATTORNEY
20 EYES ONLY.”

21 16. Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 **IV. SCOPE**

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, or summaries, ; and (3)
27 any testimony, conversations, or presentations by Parties or their Counsel that might
28 reveal Protected Material.

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

3 **V. DURATION**

4 Once a case proceeds to trial, all of the court-filed information to be introduced
5 that was previously designated as confidential or maintained pursuant to this
6 protective order becomes public and will be presumptively available to all members
7 of the public, including the press, unless compelling reasons supported by specific
8 factual findings to proceed otherwise are made to the trial judge in advance of the
9 trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th
10 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in
11 discovery from “compelling reasons” standard when merits-related documents are
12 part of court record). Accordingly, the terms of this protective order do not extend
13 beyond the commencement of the trial.

14 **VI. DESIGNATING PROTECTED MATERIAL**

15 **A. Exercise of Restraint and Care in Designating Material for**
16 **Protection.**

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

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

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

4 **B. Manner and Timing of Designations.**

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

9 Designation in conformity with this Order requires:

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

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 "HIGHLY 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 may 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 identify
4 the Disclosure or Discovery Material on the record, before the close of the deposition,
5 or as stipulated between the parties at the said deposition.

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

12 **C. Inadvertent Failures to Designate.**

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

18 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 **A. Timing of Challenges.**

20 Any Party or Non-Party may challenge a designation of confidentiality at any
21 time that is consistent with the Court’s Scheduling Order and other applicable rules
22 and law.

23 **B. Meet and Confer.**

24 The Challenging Party shall initiate the dispute resolution process under Local
25 Rule 37.1, et seq. Any discovery motion must strictly comply with the procedures set
26 forth in Local Rules 37-1, 37-2, and 37-3.

1 **C. Burden.**

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

9 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 **A. Basic Principles.**

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

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

20 **B. Disclosure of “CONFIDENTIAL” Information or Items.**

21 Unless otherwise ordered by the Court or permitted in writing by the
22 Designating Party, a Receiving Party may disclose any information or item
23 designated “CONFIDENTIAL” only to:

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

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

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

4 (d) the Court and its personnel;

5 (e) court reporters and their staff;

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

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

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

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

22 **C. Disclosure of “HIGHLY CONFIDENTIAL” or “ATTORNEY**
23 **EYES ONLY” Information or Items.**

24 Unless otherwise ordered by the Court or permitted in writing by the
25 Designating Party, a Receiving Party may disclose any information or item
26 designated “HIGHLY CONFIDENTIAL” or “ATTORNEY EYES ONLY” only to:

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

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

7 (c) the Court and its personnel;

8 (d) court reporters and their staff;

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

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

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

16 Notwithstanding the foregoing restrictions on the disclosure of information
17 designated as "Highly Confidential" or "Attorney's Eyes Only," counsel for Plaintiff
18 may disclose to representatives of Plaintiff the following information: (1) the number
19 of units purchased and sold (at wholesale and/or retail level); (2) claimed gross
20 revenue; (3) the per unit cost of goods (at wholesale and/or retail level); (4) claimed
21 gross profit or loss; and (5) claimed deductions beyond cost of goods attributable to
22 the sale of the challenged goods (at wholesale and/or retail level).

23 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
24 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

22 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
23 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

15 (c) If the Non-Party fails to seek a protective order from this Court within 14
16 days of receiving the notice and accompanying information, the Receiving Party may
17 produce the Non-Party's confidential information responsive to the discovery request.
18 If the Non-Party timely seeks a protective order, the Receiving Party shall not
19 produce any information in its possession or control that is subject to the
20 confidentiality agreement with the Non-Party before a determination by the Court.
21 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
22 of seeking protection in this Court of its Protected Material. Moreover, nothing herein
23 compels the disclosure of any information of material by any Party that is not required
24 disclosed or produced by the Federal Rules of Civil Procedure, particularly Federal
25 Rule 26 (2015).

26 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this

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

7 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **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 procedure
13 may be established in an e-discovery order that provides for production without prior
14 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
15 parties reach an agreement on the effect of disclosure of a communication or
16 information covered by the attorney-client privilege or work product protection, the
17 parties may incorporate their agreement in the stipulated protective order submitted to
18 the Court.

19 **XIII. MISCELLANEOUS**

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

22 2. Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order, no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground whatsoever.
25 Similarly, no Party waives any right to object on any ground to use in evidence of any
26 of the material covered by this Protective Order.

27 3. Filing Protected Material. A Party that seeks to file under seal any
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material may

1 only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue; good cause must be shown in the request to file
3 under seal. If a Party's request to file Protected Material under seal is denied by the
4 Court, then the Receiving Party may file the information in the public record unless
5 otherwise instructed by the Court.

6 **XIV. FINAL DISPOSITION**

7 After the final disposition of this Action, within 60 days, on their own accord,
8 each Receiving Party must return all Protected Material to the Producing Party or
9 destroy such material. As used in this subdivision, "all Protected Material" includes
10 all copies, abstracts, compilations, summaries, and any other format reproducing or
11 capturing any of the Protected Material. Notwithstanding this provision, counsel are
12 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
13 and hearing transcripts, legal memoranda, correspondence, deposition and trial
14 exhibits, expert reports, attorney work product, and consultant and expert work
15 product, even if such materials contain Protected Material. Any such archival copies
16 that contain or constitute Protected Material remain subject to this Protective Order as
17 set forth in Section V (DURATION).

18 Any violation of this Order may be punished by any and all appropriate
19 measures including, without limitation, contempt proceedings and/or monetary
20 sanctions.

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

23 DATED: August 8, 2017

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Hon. Paul L. Abrams

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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 *Fabric Selection, Inc. v. Gogo Apparel, Inc., et al.* Case No.
2:17-cv-02650-ODW-PLA. 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: _____