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17 UNITED STATES DISTRICT COURT
 18 CENTRAL DISTRICT OF CALIFORNIA

20 ZOLA MASHARIKI,
 21 Plaintiff,
 22 vs.
 23 VIACOM INC.; BLACK
 ENTERTAINMENT TELEVISION,
 24 LLC; and STEPHEN HILL,
 25 Defendants.

CASE NO. 2:17-cv-03366 PSG (ASx)

**STIPULATED PROTECTIVE
 ORDER REGARDING
 CONFIDENTIAL INFORMATION**

Judge: Hon. Philip S. Gutierrez

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1 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 Stipulated Protective Order does not confer blanket protections on all disclosures or
8 responses to discovery and that the protection it affords from public disclosure and
9 use extends only to the limited information or items that are entitled to confidential
10 treatment under the applicable legal principles. The parties further acknowledge, as
11 set forth in Section 12.3, below, that this Stipulated Protective Order does not
12 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets
13 forth the procedures that must be followed and the standards that will be applied
14 when a party seeks permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve ratings and other valuable research,
17 development, commercial, financial and/or proprietary information for which
18 special protection from public disclosure and from use for any purpose other than
19 prosecution of this action is warranted. Such confidential and proprietary materials
20 and information consist of, among other things, confidential business or financial
21 information, information regarding confidential business strategies and practices, or
22 other confidential research, development, or confidential personnel information
23 (including information implicating privacy rights of third parties), information
24 otherwise generally unavailable to the public, or which may be privileged or
25 otherwise protected from disclosure under state or federal statutes, court rules, case
26 decisions, or common law. Accordingly, to expedite the flow of information, to
27 facilitate the prompt resolution of disputes over confidentiality of discovery
28 materials, to adequately protect information the parties are entitled to keep

1 confidential, to ensure that the parties are permitted reasonable necessary uses of
2 such material in preparation for and in the conduct of trial, to address their handling
3 at the end of the litigation, and serve the ends of justice, a protective order for such
4 information is justified in this matter. It is the intent of the parties that information
5 will not be designated pursuant to this Stipulated Protective Order for tactical
6 reasons and that nothing be so designated without a good faith belief that it has
7 been maintained in a confidential, non-public manner, and there is good cause why
8 it should not be part of the public record of this case.

9 **2. DEFINITIONS**

10 2.1. Action: this pending federal law suit entitled *Mashariki v. Viacom*
11 *Inc., et al.*, Case No. 2:17-cv-03366 PSG-AS.

12 2.2. Challenging Party: a Party or Non-Party that challenges the
13 designation of information or items under this Stipulated Protective Order.

14 2.3. “CONFIDENTIAL” Information or Items: information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify for
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
17 the Good Cause Statement.

18 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as
19 their support staff).

20 2.5. Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL.”

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

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

1 an expert witness or as a consultant in this Action.

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

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

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

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

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

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

20 2.14. Protected Material: any Disclosure or Discovery Material that is
21 designated as "CONFIDENTIAL."

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

24 3. SCOPE

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

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the
4 trial judge. This Stipulated Protective Order does not govern the use of Protected
5 Material at trial.

6 4. DURATION

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

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

26 Mass, indiscriminate, or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
28 purpose (e.g., to unnecessarily encumber the case development process or to

1 impose unnecessary expenses and burdens on other parties) may expose the
2 Designating Party to sanctions.

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

6 5.2. Manner and Timing of Designations.¹ Except as otherwise provided in
7 this Stipulated Protective Order (see, e.g., second paragraph of section 5.2(a)
8 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
9 qualifies for protection under this Stipulated Protective Order must be clearly so
10 designated before the material is disclosed or produced.

11 Designation in conformity with this Stipulated Protective Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
16 contains 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
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23 ¹ To the extent either Party believes that discovery calls for the production of
24 CONFIDENTIAL INFORMATION: (i) to which the Receiving Party has not
25 generally had access; and (ii) the disclosure of which to another Party or a Non-
26 Party would create a substantial risk of serious harm that could not be avoided by
27 less restrictive means the Designating Party will inform the Receiving Party of the
28 existence of such information or items and that an "ATTORNEYS ONLY"
designation is required. If the Parties agree that the information or items should be
provided additional protection through an ATTORNEYS ONLY designation, the
Parties will submit a stipulated amendment to this Stipulated Protective Order,
adding terms related to the designation and treatment of ATTORNEYS ONLY
Information or Items during the course of this litigation. If the Parties are unable to
agree, the Parties will submit the matter to the Court for determination.

1 before the designation, all of the material made available for inspection shall be
2 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
3 documents it wants copied and produced, the Producing Party must determine
4 which documents, or portions thereof, qualify for protection under this Stipulated
5 Protective Order. Then, before producing the specified documents, the Producing
6 Party must affix the “CONFIDENTIAL legend” to each page that contains
7 Protected Material. If only a portion or portions of the material on a page qualifies
8 for protection, the Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions that the Designating Party
11 identify the Disclosure or Discovery Material on the record, (i) before the close of
12 the deposition all protected testimony; or (ii) by written notice to the court reporter
13 and all counsel of record, given within ten (10) days after the transcript is received
14 by the witness or his counsel or by any Party or its Counsel, in which case all
15 counsel receiving such notice shall be responsible for marking the copies of the
16 designated transcript in their possession or under their control as directed by the
17 Designating Party.

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

24 5.3. Each Party may retroactively designate, as Protected Material, (1) any
25 information obtained or received by another Party from a Non-Party person or
26 entity if the Designating Party believes the information was unlawfully obtained or
27 received by the Non-Party person or entity; and (2) information maintained or
28 received by a Party’s present or prior vendors, if it is produced by a Party or vendor

1 in this litigation. A Party choosing to designate received or produced information
2 as CONFIDENTIAL must do so in writing within fifteen (15) business days of
3 receipt of the information that is that subject of the designation.

4 5.4. Inadvertent Failures to Designate. If timely corrected, an inadvertent
5 failure to designate qualified information or items does not, standing alone, waive
6 the Designating Party's right to secure protection under this Stipulated Protective
7 Order for such material. Upon timely correction of a designation, the Receiving
8 Party must make reasonable efforts to assure that the material is treated in
9 accordance with the provisions of this Stipulated Protective Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

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

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1. Basic Principles. A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a Non-Party in connection with this
27 Action only for prosecuting, defending, or attempting to settle this Action. Such
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Stipulated Protective Order. When the Action has been
2 terminated, a Receiving Party must comply with the provisions of section 13 below
3 (FINAL 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 Stipulated Protective 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,
12 as 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
15 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
16 Action;

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

20 (d) the court and its personnel;

21 (e) court reporters and their staff for this Action who have signed
22 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

1 (h) during their depositions, witnesses, and attorneys for witnesses,
2 in the Action to whom disclosure is reasonably necessary provided: (1) the
3 deposing party requests that the witness sign the “Acknowledgment and Agreement
4 to Be Bound” (Exhibit A); and (2) they will not be permitted to keep any
5 CONFIDENTIAL information designated under this Stipulated Protective Order,
6 unless otherwise agreed by the Designating Party or ordered by the court;

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

10 (j) Pages of transcribed deposition testimony or exhibits to
11 depositions that reveal Protected Material shall be separately bound by the court
12 reporter and may not be disclosed to anyone except as permitted under this Order.

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

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

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

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

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

26 If the Designating Party timely seeks a protective order, the Party served with
27 the subpoena or court order shall not produce any Protected Material before a
28 determination by the court from which the subpoena or order issued, unless the

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

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

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

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

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

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

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

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

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

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

1 12. MISCELLANEOUS

2 12.1. Right to Further Relief. Nothing in this Stipulated Protective Order
3 abridges the right of any person to seek its modification by the Court in the future.

4 12.2. Right to Assert Other Objections. By stipulating to the entry of this
5 Stipulated Protective Order, no Party waives any right it otherwise would have to
6 object to disclosing or producing any information or item on any ground not
7 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
8 to object on any ground to use in evidence of any of the material covered by this
9 Stipulated Protective Order.

10 12.3. Filing Protected Material. A Party that seeks to file under seal any
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material
12 may only be filed under seal pursuant to a court order authorizing the sealing of the
13 specific Protected Material at issue. If a Receiving Party seeks to file Protected
14 Material designated by another Party under seal and the Receiving Party's Request
15 to file Protected Material under seal is denied by the court, then the Designating
16 Party shall have 7 calendar days to file a motion to file under seal that complies
17 with Civil Local Rule 79-5. Only absent the filing of such a motion or the court's
18 denial of such a Motion brought by a Designating Party, may the Protected Material
19 be filed in the public record, unless otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4,
22 within 60 days of a written request by the Designating Party, each Receiving Party
23 must return all Protected Material to the Producing Party or destroy such material.
24 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
25 compilations, summaries, and any other format reproducing or capturing any of the
26 Protected Material. Whether the Protected Material is returned or destroyed, the
27 Receiving Party must submit a written certification to the Producing Party (and, if
28 not the same person or entity, to the Designating Party) by the 60 day deadline that

1 (1) identifies (by category, where appropriate) all the Protected Material that was
2 returned or destroyed and (2) affirms that the Receiving Party has not retained any
3 copies, abstracts, compilations, summaries or any other format reproducing or
4 capturing any of the Protected Material. Notwithstanding this provision, Counsel
5 are entitled to retain an archival copy of all pleadings, motion papers, trial,
6 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
7 and trial exhibits, expert reports, attorney work product, and consultant and expert
8 work product, even if such materials contain Protected Material. Any such archival
9 copies that contain or constitute Protected Material remain subject to this Stipulated
10 Protective Order as set forth in Section 4 (DURATION).

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

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15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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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
5 of perjury that I have read in its entirety and understand the Stipulated Protective
6 Order that was issued by the United States District Court for the Central District of
7 California on [date] in the case of *Mashariki v. Viacom Inc., et al.*, Case No. 2:17-
8 cv-03366 PSG-AS. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item
12 that is subject to this Stipulated Protective Order to any person or entity except in
13 strict compliance with the provisions of this Stipulated Protective Order. I further
14 agree to submit to the jurisdiction of the United States District Court for the Central
15 District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of
17 this action. I hereby appoint _____ [print or
18 type full name] of _____ [print
19 or type full address and telephone number] as my California agent for service of
20 process in connection with this action or any proceedings related to enforcement of
21 this Stipulated Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25
26 Signature: _____

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