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

LAUREN MOSHI, LLC, a California  
limited liability company,

Plaintiff,

vs.

SUSAN SILVERSTEIN, an individual  
and KIM SPELLMAN, an individual;  
SUSAN SILVERSTEIN and KIM  
SPELLMAN, each doing business as  
FLOWERS BY ZOE, INC., a dissolved  
New York corporation; and DOES 1  
through 50, Inclusive,

Defendant.

Case No. Case 2:17-cv-04435-R-FFM

**STIPULATED**  
**PROTECTIVE ORDER**

Trial Date: None Set

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

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16 **II. GOOD CAUSE STATEMENT**

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

1 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
2 material in preparation for and in the conduct of trial, to address their handling at the  
3 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 as confidential for tactical reasons and that nothing be so  
6 designated without a good faith belief that it has been maintained in a confidential,  
7 non-public manner, and there is good cause why it should not be part of the public  
8 record of this case.

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10 **III. DEFINITIONS**

- 11 1. Action: *Lauren Moshi, LLC v. Susan Silverstein, et al.*, Case No. 2:17-cv-  
12 04435-R-FFM.
- 13 2. Challenging Party: a Party or Non-Party that challenges the designation of  
14 information or items under this Order.
- 15 3. “CONFIDENTIAL” Information or Items: information (regardless of how  
16 it is generated, stored or maintained) or tangible things that qualify for  
17 protection under Federal Rule of Civil Procedure 26(c), and as specified  
18 above in the Good Cause Statement.
- 19 4. Counsel: Outside Counsel of Record and House Counsel (as well as their  
20 support staff).
- 21 5. Designating Party: a Party or Non-Party that designates information or  
22 items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL.”
- 24 6. Disclosure or Discovery Material: all items or information, regardless of  
25 the medium or manner in which it is generated, stored, or maintained  
26 (including, among other things, testimony, transcripts, and tangible things),  
27 that are produced or generated in disclosures or responses to discovery in  
28 this matter.

- 1 7. Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this Action.
- 4 8. “HIGHLY CONFIDENTIAL” or “ATTORNEY EYES ONLY”  
5 Information or Items: information (regardless of how it is generated, stored  
6 or maintained) or tangible things that qualify for protection under Federal  
7 Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
8 Statement which are particularly sensitive, for which the disclosure to  
9 another party in this action is likely to significantly harm the disclosing  
10 party’s competitive position, or the disclosure of which would contravene  
11 an obligation of confidentiality to a third person or to a Court.
- 12 9. House Counsel: attorneys who are employees of a party to this Action.  
13 House Counsel does not include Outside Counsel of Record or any other  
14 outside counsel.
- 15 10. Non-Party: any natural person, partnership, corporation, association, or  
16 other legal entity not named as a Party to this action.
- 17 11. Outside Counsel of Record: attorneys who are not employees of a party to  
18 this Action but are retained to represent or advise a party to this Action and  
19 have appeared in this Action on behalf of that party or are affiliated with a  
20 law firm that has appeared on behalf of that party, including support staff.
- 21 12. Party: any party to this Action, including all of its officers, directors,  
22 employees, consultants, retained experts, and Outside Counsel of Record  
23 (and their support staffs).
- 24 13. Producing Party: a Party or Non-Party that produces Disclosure or  
25 Discovery Material in this Action.
- 26 14. Professional Vendors: persons or entities that provide litigation support  
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
28

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

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

6 16. Receiving Party: a Party that receives Disclosure or Discovery Material  
7 from a Producing Party.

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9 **IV. SCOPE**

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

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

17  
18 **V. DURATION**

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

1 **VI. DESIGNATING PROTECTED MATERIAL**

2 **A. Exercise of Restraint and Care in Designating Material for**  
3 **Protection.**

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

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

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

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

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

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic  
26 documents, but excluding transcripts of depositions or other pretrial or trial  
27 proceedings), that the Producing Party affix, at a minimum, the legend  
28 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "ATTORNEY EYES

1 ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains  
2 protected material. If only a portion or portions of the material on a page qualifies for  
3 protection, the Producing Party may identify the protected portion(s) (e.g., by making  
4 appropriate markings in the margins).

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

17 (b) for testimony given in depositions that the Designating Party identify  
18 the Disclosure or Discovery Material on the record, before the close of the deposition.

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

25 **C. Inadvertent Failures to Designate.**

26 If timely corrected, an inadvertent failure to designate qualified information or  
27 items does not, standing alone, waive the Designating Party’s right to secure  
28 protection under this Order for such material. Upon timely correction of a designation,

1 the Receiving Party must make reasonable efforts to assure that the material is treated  
2 in accordance with the provisions of this Order.

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4 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 **A. Timing of Challenges.**

6 Any Party or Non-Party may challenge a designation of confidentiality at any  
7 time that is consistent with the Court’s Scheduling Order.

8 **B. Meet and Confer.**

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

12 **C. Burden.**

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

20  
21 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 **A. Basic Principles.**

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

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

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

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

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

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

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

16 (d) the Court and its personnel;

17 (e) court reporters and their staff;

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

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

23 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
26 not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
28 agreed by the Designating Party or ordered by the Court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may be  
2 separately bound by the court reporter and may not be disclosed to anyone except as  
3 permitted under this Stipulated Protective Order; and

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

6 C. **Disclosure of “HIGHLY CONFIDENTIAL” or “ATTORNEY**  
7 **EYES ONLY” Information or Items.**

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

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

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

17 (c) the Court and its personnel;

18 (d) court reporters and their staff;

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

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

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

26 Notwithstanding the foregoing restrictions on the disclosure of information  
27 designated as “Highly Confidential” or “Attorney’s Eyes Only,” counsel for Plaintiff  
28 may disclose to representatives of Plaintiff the following information: (1) the number

1 of units purchased and sold (at wholesale and/or retail level); (2) claimed gross  
2 revenue; (3) the per unit cost of goods (at wholesale and/or retail level); (4) claimed  
3 gross profit or loss; and (5) claimed deductions beyond cost of goods attributable to  
4 the sale of the challenged goods (at wholesale and/or retail level).

5  
6 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
7 **PRODUCED IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “ATTORNEY EYES  
11 ONLY,” that Party must:

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

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

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

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

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

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

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

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

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

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

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

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

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

10  
11 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
12 **PROTECTED MATERIAL**

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

23  
24 **XIII. MISCELLANEOUS**

25 2. Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

27 3. Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order, no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

4 4. Filing Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
6 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
7 Protected Material at issue; good cause must be shown in the request to file under  
8 seal. If a Party's request to file Protected Material under seal is denied by the Court,  
9 then the Receiving Party may file the information in the public record unless  
10 otherwise instructed by the Court.

11  
12 **XIV. FINAL DISPOSITION**

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

1 remain subject to this Protective Order as set forth in Section 4 (DURATION).

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

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

6 DATED: December 7, 2017



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Hon. Manuel Real

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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 of perjury that  
5 I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Central District of California on  
7 [date] in the case of *Lauren Moshi, LLC v. Susan Silverstein, et al.*, Case No. 2:17-  
8 cv-04435-R-FFM. 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 that  
12 is subject to this Stipulated Protective Order to any person or entity except in strict  
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint  
18 \_\_\_\_\_ [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 Printed name: \_\_\_\_\_

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28 Signature: \_\_\_\_\_