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8 THE UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

11 RHI, INC. D.B.A. ROBERTSON  
HONDA, a California Corporation,

12 Plaintiff,

13 v.

14 SENTRY SELECT INSURANCE  
15 COMPANY, and DOES 1 to 25,  
inclusive,

16 Defendants.

**CASE NO. 2:17-CV-06428 ODW(ASx)**  
**STIPULATED PROTECTIVE ORDER**

Comp. filed: July 31, 2017  
Removal date: August 30, 2017

18 **1. PURPOSES AND LIMITATIONS**

19 Discovery and motion practice in this action will involve the production and  
20 disclosure of confidential or proprietary information for which special protection  
21 from public disclosure and from use for any purpose other than prosecuting this  
22 litigation may be warranted. Accordingly, the parties hereby stipulate to and  
23 petition the Court to enter the following Stipulated Protective Order. The parties  
24 acknowledge that this Order does not confer blanket protections on all disclosures or  
25 responses to discovery and that the protection it affords from public disclosure and  
26 use extends only to the limited information or items that are entitled to confidential  
27 treatment under the applicable legal principles. The parties further acknowledge, as  
28 set forth in Section 12.3 below, that this Stipulated Protective Order does not entitle

1 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
2 procedures that must be followed and the standards that will be applied when a party  
3 seeks permission from the court to file material under seal.

4 **2. GOOD CAUSE STATEMENT**

5 This action is likely to involve confidential and proprietary financial  
6 information for which special protection from public disclosure and from use for  
7 any purpose other than prosecution of this action is warranted. This is an insurance  
8 coverage and bad faith action for a claim involving a fire that took place on  
9 November 24, 2016, at a Goodwill store connected to Plaintiff RHI, Inc.'s  
10 ("Plaintiff") property. Plaintiff tendered its loss to its insurer, Defendant Sentry  
11 Select Insurance Company ("Defendant"). This action arises from a dispute  
12 regarding the amount of Plaintiff's business interruption losses under the insurance  
13 policy.. The confidential and proprietary information will contain, inter alia,  
14 confidential business or financial information, proprietary business information,  
15 information regarding confidential business practices, trade secrets, commercial  
16 information, information otherwise generally unavailable to the public, or which  
17 may be privileged or otherwise protected from disclosure under state or federal  
18 statutes, court rules, case decisions, or common law. Accordingly, to adequately  
19 protect information the parties are entitled to keep confidential, to ensure that the  
20 parties are permitted reasonable necessary uses of such material in preparation for  
21 and in the conduct of trial, to address their handling at the end of the litigation, and  
22 serve the ends of justice, a protective order for such information is justified in this  
23 matter. It is the intent of the parties that information will not be designated as  
24 confidential for tactical reasons and that nothing be so designated without a good  
25 faith belief that it has been maintained in a confidential, non-public manner, and  
26 there is good cause why it should not be part of the public record of this case.

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1 **3. DEFINITIONS**

2 3.1. Action: this pending federal lawsuit and any related actions.

3 3.2. Challenging Party: a Party or Non-Party that challenges the  
4 designation of information or items under this Order.

5 3.3 “CONFIDENTIAL” Information or Items: information (regardless of  
6 how it is generated, stored or maintained) or tangible things that qualify for  
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
8 the Good Cause Statement.

9 3.4 Designating Party: a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL.”

12 3.5 Disclosure or Discovery Material: all items or information, regardless  
13 of the medium or manner in which it is generated, stored, or maintained (including,  
14 among other things, testimony, transcripts, and tangible things), that are produced or  
15 generated in disclosures or responses to discovery in this matter.

16 3.6 Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
18 an expert witness or as a consultant in this Action.

19 3.7 Non-Party: any natural person, partnership, corporation, association, or  
20 other legal entity not named as a Party to this action.

21 3.8 Counsel: attorneys retained to represent or advise a party to this Action  
22 and have appeared in this Action on behalf of that party or are affiliated with a law  
23 firm which has appeared on behalf of that party, and includes support staff.

24 3.9 Party: any party to this Action, including all of its officers, directors,  
25 employees, consultants, retained experts, and Counsel (and their support staffs).

26 3.10 Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

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1 3.11 Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5 3.12 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL,” including, *inter alia*, any Material that refers or  
7 relates to Plaintiff RHI, Inc.’s confidential and proprietary financial information  
8 and/or any confidential and/or proprietary information contained in Sentry’s files,  
9 including, but not limited to, claim handling manuals or guidelines.

10 3.13 Receiving Party: a Party that receives Disclosure or Discovery  
11 Material from a Producing Party.

12 **4. SCOPE**

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

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

20 **5. DURATION**

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

1 **6. DESIGNATING PROTECTED MATERIAL**

2 6.1. Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

18 6.2. Manner and Timing of Designations.

19 Except as otherwise provided in this Order, or as otherwise stipulated or  
20 ordered, Disclosure or Discovery Material that qualifies for protection under this  
21 Order must be clearly so designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic documents,  
24 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
25 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
26 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
27 portion or portions of the material on a page qualifies for protection, the Producing

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

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

15 (b) for testimony given in depositions that the Designating Party identify the  
16 Disclosure or Discovery Material on the record, before the close of the deposition all  
17 protected testimony. Arrangements shall be made with the court reporter taking and  
18 transcribing such proceeding to separately bind such portions of the transcript  
19 containing information designated as confidential, and to label such portions  
20 accordingly.

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

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1           6.3. Inadvertent Failures to Designate.

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

7           6.4. Designation and Use of Attorneys’ Eyes Only Information. A

8 Producing Party may designate Confidential Information as “CONFIDENTIAL –  
9 ATTORNEY’S EYES ONLY,” if the Producing Party believes, in good faith, that  
10 the materials contain Confidential Information that constitutes, reveals, or reflects  
11 sensitive financial information disclosure of which to another party or non-party  
12 would create a substantial risk of serious injury that could not be avoided by less  
13 restrictive means.

14           6.5. Confidential information designated as “CONFIDENTIAL-

15 ATTORNEYS’ EYES ONLY” may be disclosed, summarized, or otherwise  
16 communicated in whole or in part by a Receiving Party only to the following  
17 persons (“qualified persons”), subject to Paragraph 3:

18           (a) Counsel of record in this action and such partners, associate attorneys,  
19 paralegal assistants and stenographic or clerical employees of such counsel as have  
20 been assigned to assist counsel in the prosecution, defense or settlement of such  
21 actions;

22           (b) Any retained expert or consultant, including any employees thereof,  
23 used or retained by counsel or a party as an expert or consultant, to the extent  
24 deemed necessary by counsel for such expert or consultant to formulate an opinion,  
25 to prepare to testify, or to assist counsel in the prosecution, defense, or settlement of  
26 this Action, provided that each such expert has read this Order in advance of  
27 disclosure and undertakes in writing to be bound by its terms. A copy of such

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1 writing shall be furnished to the Producing Party on reasonable request, except  
2 consulting experts shall not be disclosed;

3 (c) The Court or any other Court having jurisdiction over this Action;

4 (d) Any person designated by the Court in the interest of justice, upon such  
5 terms as the Court may deem proper;

6 (e) Any court reporter or typist recording or transcribing testimony in this  
7 Action and any outside independent reproduction firm;

8 (f) Any person who was the author, recipient or copy recipient of a  
9 document for the purpose of interrogation of such person at trial, by deposition or  
10 during the course of preparation for trial or deposition; and

11 (g) Any person whom the Parties have agreed to use as a mediator in this  
12 Action.

13 (h) A witness at any deposition or other proceeding in this action; and

14 (i) Any other person as to whom the parties agree.

15 (j) Protected Materials shall not be disclosed to a party, or to an officer,  
16 director or employee of a party, unless otherwise agreed and ordered. Prior to  
17 receiving any Confidential Material, each “qualified person” shall be provided with  
18 a copy of this Order and shall execute a Non-Disclosure Agreement in the form of  
19 Exhibit A, a copy of which shall be provided forthwith to counsel for each other  
20 party and for the parties.

21 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 7.1. Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court’s  
24 Scheduling Order.

25 7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process under Local Rule 37.1 *et seq.*

27 The burden of persuasion in any such challenge proceeding shall be on the  
28 Designating Party. Frivolous challenges, and those made for an improper purpose



1 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
2 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
3 or withdrawn the confidentiality designation, all parties shall continue to afford the  
4 material in question the level of protection to which it is entitled under the  
5 Producing Party’s designation until the Court rules on the challenge.

6 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

7 8.1. Basic Principles. A Receiving Party may use Protected Material that is  
8 disclosed or produced by another Party or by a Non-Party in connection with this  
9 Action only for prosecuting, defending, or attempting to settle this Action. Such  
10 Protected Material may be disclosed only to the categories of persons and under the  
11 conditions described in this Order. When the Action has been terminated, a  
12 Receiving Party must comply with the provisions of section 13 below (FINAL  
13 DISPOSITION).

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

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

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

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

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

18 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation

21 that compels disclosure of any information or items designated in this Action as

22 “CONFIDENTIAL,” that Party must:

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

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

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

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

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

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

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

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

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

11 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

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

1 communication or information covered by the attorney-client privilege or work  
2 product protection, the parties may incorporate their agreement in the stipulated  
3 protective order submitted to the court.

4 **12. MISCELLANEOUS**

5 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

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

12 12.3. Filing Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
14 may only be filed under seal pursuant to a court order authorizing the sealing of the  
15 specific Protected Material at issue. If a Party's request to file Protected Material  
16 under seal is denied by the court, then the Receiving Party may file the information  
17 in the public record unless otherwise instructed by the court.

18 12.4. Nothing in this order shall apply to a Party's use of their own protected  
19 material for any use during the course of the Action.

20 **13. FINAL DISPOSITION**

21 After the final disposition of this Action, as defined in paragraph 5, within 60  
22 days of a written request by the Designating Party, each Receiving Party must return  
23 all Protected Material to the Producing Party or destroy such material. As used in  
24 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
25 summaries, and any other format reproducing or capturing any of the Protected  
26 Material. Whether the Protected Material is returned or destroyed, the Receiving  
27 Party must submit a written certification to the Producing Party (and, if not the same  
28 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies

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

11 **14. VIOLATION**

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

15 IT IS SO STIPULATED, THROUGH COUNSEL FO RECORD.

16 Dated: April 19, 2018

17  
18 /s/ Sharon T. Yuen

19 Sharon T. Yuen, Esq.

20 Attorneys for Plaintiff RHI, Inc. dba Robertson Honda

21  
22 Dated: April 19, 2018

23  
24 /s/ Rachel E. Hobbs

25 Rachel E. Hobbs, Esq.

26 Attorneys for Defendant Sentry Select Insurance Company

27 All other signatories listed, and on whose behalf the filing is submitted,  
28 concur in the filing's content and have authorized the filing.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: April 24, 2018

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5 \_\_\_\_\_  
6 /s/  
7 Hon. Alka Sagar  
8 United States Magistrate Judge

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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 [\_\_\_\_\_] in the case of *RHI, Inc. v. Sentry Select Insurance Company*, et al.  
Case No. 2:17-CV-06428 ODW (ASx). 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 \_\_\_\_\_ of  
\_\_\_\_\_ 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: \_\_\_\_\_