

1 Brian A. Ross, Esq. (SBN 193506)  
 2 [brian@rosslegalcorp.com](mailto:brian@rosslegalcorp.com)  
 Polina L. Ross, Esq. (SBN 210615)  
 3 [polina@rosslegalcorp.com](mailto:polina@rosslegalcorp.com)  
 ROSS LEGAL CORPORATION, INC.  
 4 16133 Ventura Boulevard, Suite 820  
 Encino, CA 91436  
 Telephone: (818) 906-9667  
 Facsimile: (818) 788-0509

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 6 Attorneys for Defendant  
 FANCYLAD, LLC

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 8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA**

10 LINDA MATLOW, an individual,  
 11 Plaintiff,

12 v.

13 FANCYLAD, LLC, a California  
 14 Limited Liability Company;  
 DEMAND MEDIA, INC., a business  
 15 entity of form unknown; LEAF  
 GROUP LTD, a Delaware  
 16 Corporation; and DOES 1 through 10,

17 Defendants.

Case No.: 2:18-CV-02226-GW-RAO

Hon. George H. Wu

**STIPULATED PROTECTIVE  
 ORDER**

18  
 19 1. A. PURPOSES AND LIMITATIONS

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

3  
4 B. GOOD CAUSE STATEMENT

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

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1 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

2 The parties further acknowledge, as set forth in Section 12.3, below, that this  
3 Stipulated Protective Order does not entitle them to file confidential information  
4 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
5 and the standards that will be applied when a party seeks permission from the court  
6 to file material under seal.

7 There is a strong presumption that the public has a right of access to judicial  
8 proceedings and records in civil cases. In connection with non-dispositive motions,  
9 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
10 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
11 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
12 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
13 require good cause showing), and a specific showing of good cause or compelling  
14 reasons with proper evidentiary support and legal justification, must be made with  
15 respect to Protected Material that a party seeks to file under seal. The parties’ mere  
16 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—  
17 without the submission of competent evidence by declaration, establishing that the  
18 material sought to be filed under seal qualifies as confidential, privileged, or  
19 otherwise protectable—constitute good cause.

20 Further, if a party requests sealing related to a dispositive motion or trial, then  
21 compelling reasons, not only good cause, for the sealing must be shown, and the  
22 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
23 *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
24 each item or type of information, document, or thing sought to be filed or introduced  
25 under seal in connection with a dispositive motion or trial, the party seeking  
26 protection must articulate compelling reasons, supported by specific facts and legal  
27 justification, for the requested sealing order. Again, competent evidence supporting

1 the application to file documents under seal must be provided by declaration.

2 Any document that is not confidential, privileged, or otherwise protectable in  
3 its entirety will not be filed under seal if the confidential portions can be redacted.  
4 If documents can be redacted, then a redacted version for public viewing, omitting  
5 only the confidential, privileged, or otherwise protectable portions of the document,  
6 shall be filed. Any application that seeks to file documents under seal in their  
7 entirety should include an explanation of why redaction is not feasible.

8

9 2. DEFINITIONS

10 2.1 Action: this pending federal law suit.

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

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

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

19 2.5 Designating Party: a Party or Non-Party that designates information or  
20 items that it produces in disclosures or in responses to discovery as  
21 “CONFIDENTIAL.”

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

26 2.7 Expert: a person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as

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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, or  
6 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

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only  
27 Protected Material (as defined above), but also (1) any information copied or

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

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

6  
7 4. DURATION

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

17  
18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

14 Designation in conformity with this Order requires:

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

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

7 (b) for testimony given in depositions that the Designating Party identify  
8 the Disclosure or Discovery Material on the record, before the close of the  
9 deposition all protected testimony.

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

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

## 22 23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time that is consistent with the Court’s  
26 Scheduling Order.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
28



1 resolution process under Local Rule 37.1 et seq.

2 6.3 The burden of persuasion in any such challenge proceeding shall be on  
3 the Designating Party. Frivolous challenges, and those made for an improper  
4 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
5 parties) may expose the Challenging Party to sanctions. Unless the Designating  
6 Party has waived or withdrawn the confidentiality designation, all parties shall  
7 continue to afford the material in question the level of protection to which it is  
8 entitled under the Producing Party's designation until the Court rules on the  
9 challenge.

10  
11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
23 otherwise ordered by the court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
27 well as employees of said Outside Counsel of Record to whom it is reasonably

1 necessary to disclose the information for this Action;

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

4 (c) 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 (d) the court and its personnel;

8 (e) court reporters and their staff;

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

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

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

25

26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
27 IN OTHER LITIGATION

28

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

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

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

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

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

20  
21 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
22 PRODUCED IN THIS LITIGATION

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

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

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

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

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

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

21  
22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
24 Protected Material to any person or in any circumstance not authorized under this  
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
26 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
27 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom unauthorized disclosures were made of all the terms of this Order,  
2 and (d) request such person or persons to execute the “Acknowledgment and  
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4  
5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
6 **PROTECTED MATERIAL**

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

17  
18 **12. MISCELLANEOUS**

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order, no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 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. If a Party's request to file Protected Material  
3 under seal is denied by the court, then the Receiving Party may file the information  
4 in the public record unless otherwise instructed by the court.

5  
6 13. FINAL DISPOSITION

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

25  
26 14. VIOLATION

27 Any violation of this Order may be punished by appropriate measures

1 including, without limitation, contempt proceedings and/or monetary sanctions.

2 ///

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

4

5 DATED: October 10, 2018

6

7 DONIGER / BURROUGHS

8

9 By: \_\_\_\_\_/S/\_\_\_\_\_

10 Stephen M. Doniger, Esq.

11 Frank Gregory Casella, Esq.

12 Attorneys for Plaintiff

13

14 DATED: October 10, 2018

15

16 ROSS LEGAL CORPORATION, INC.

17

18 By: \_\_\_\_\_/S/\_\_\_\_\_

19 Brian A. Ross, Esq.

20 Polina L. Ross, Esq.

21 Attorneys for Defendant Fancylad, LLC

22

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24

25 DATED: October 12, 2018

26 

27 \_\_\_\_\_  
28 HON. ROZELLA A. OLIVER  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
6 that I have read in its entirety and understand the Stipulated Protective Order that  
7 was issued by the United States District Court for the Central District of California  
8 on [\_\_\_\_date\_\_\_\_] in the case of *Linda Matlow v. Fancylad, LLC et al.*, Case No.:  
9 2:18-CV-02226-GW-RAO. I agree to comply with and to be bound by all the terms  
10 of this Stipulated Protective Order and I understand and acknowledge that failure to  
11 so comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item that  
13 is subject to this Stipulated Protective Order to any person or entity except in strict  
14 compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for enforcing the terms of this Stipulated  
17 Protective Order, even if such enforcement proceedings occur after termination of  
18 this action. I hereby appoint \_\_\_\_\_ [print or type full  
19 name] of \_\_\_\_\_ [print or type full address  
20 and telephone number] as my California agent for service of process in connection  
21 with this action or any proceedings related to enforcement of this Stipulated  
22 Protective Order.

23  
24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_