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 FOCUS FEATURES, LLC, and
 8 FOCUS FEATURES PRODUCTIONS, LLC

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

DIETER HARTMANN,
 Plaintiff,
 v.
 TYLER BATES; TYLER BATES
 MUSIC INC.; FOCUS FEATURES,
 LLC; FOCUS FEATURES
 PRODUCTIONS, LLC,
 Defendants.

Case No. 2:19-cv-05273-AB(MRWx)
 STIPULATED PROTECTIVE
 ORDER
 (MRW VERSION 4/19)
 Check if submitted without
 material modifications to MRW form

21 1. INTRODUCTION

22 1.1 PURPOSES AND LIMITATIONS

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

1 the protection it affords from public disclosure and use extends only to the limited
2 information or items that are entitled to confidential treatment under the applicable
3 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
4 that this Stipulated Protective Order does not entitle them to file confidential
5 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
6 followed and the standards that will be applied when a party seeks permission from
7 the court to file material under seal.

8 1.2 GOOD CAUSE STATEMENT

9 This case involves claims of copyright infringement relating to the creation and
10 distribution of certain recorded musical compositions. As a result, this action is likely
11 to involve trade secrets, customer and pricing lists and other valuable research,
12 development, commercial, financial, technical and/or proprietary information for
13 which special protection from public disclosure and from use for any purpose other
14 than prosecution of this action is warranted. Such confidential and proprietary
15 materials and information consist of, among other things, confidential business or
16 financial information, information regarding confidential business practices, or other
17 confidential research, development, or commercial information (including
18 information implicating privacy rights of third parties), information otherwise
19 generally unavailable to the public, or which may be privileged or otherwise protected
20 from disclosure under state or federal statutes, court rules, case decisions, or common
21 law, and material or information that is subject to a written independent obligation of
22 confidentiality. Accordingly, to expedite the flow of information, to facilitate the
23 prompt resolution of disputes over confidentiality of discovery materials, to
24 adequately protect information the parties are entitled to keep confidential, to ensure
25 that the parties are permitted reasonable necessary uses of such material in preparation
26 for and in the conduct of trial, to address their handling at the end of the litigation,
27 and serve the ends of justice, a protective order for such information is justified in this
28 matter. It is the intent of the parties that information will not be designated as

1 confidential for tactical reasons and that nothing be so designated without a good faith
2 belief that it has been maintained in a confidential, non-public manner, and there is
3 good cause why it should not be part of the public record of this case.

4
5 2. DEFINITIONS

6 2.1 Action: this pending federal lawsuit.

7 2.2 Challenging Party: a Party or Non-Party that challenges the designation
8 of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
10 how it is generated, stored or maintained) or tangible things that qualify for
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
12 the Good Cause Statement

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
14 support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or
16 items that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless
19 of the medium or manner in which it is generated, stored, or maintained (including,
20 among other things, testimony, transcripts, and tangible things), that are produced or
21 generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as
24 an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this Action.
26 House Counsel does not include Outside Counsel of Record or any other outside
27 counsel.

1 2.9 Non-Party: any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a party
4 to this Action but are retained to represent or advise a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm which
6 has appeared on behalf of that party, and includes support staff.

7 2.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20
21 3. SCOPE

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

27 Any use of Protected Material at trial will be governed by the orders of the trial
28 judge. This Order does not govern the use of Protected Material at trial.

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4. DURATION

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

5. DESIGNATING PROTECTED MATERIAL

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

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

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

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

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

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic documents,
8 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
9 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
10 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
11 portion or portions of the material on a page qualifies for protection, the Producing
12 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
13 markings in the margins).

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

26 (b) for testimony given in depositions Parties and deponents may, within thirty
27 (30) days after receiving a transcript of a deposition, designate pages of the transcript
28 (and exhibits thereto) as Confidential to the extent the Party or deponent believes they

1 contain material or information entitled to that protection. Confidential information
2 within the deposition transcript may be designated only by sending a letter indicating
3 the page and line numbers of the deposition transcript that the Party or deponent
4 designates as Confidential to the party who took the deposition and to the court
5 reporter. Until the expiration of the 30-day period during which such designations
6 may be made, the transcript of the deposition will be treated as subject to protection
7 as Confidential under this Stipulated Protective Order. Further, to avoid misuse of
8 audiovisual recordings of depositions to embarrass or harass a party or witness, and
9 consistent with the limitations of California Rule of Professional Conduct 3.6
10 (adopted by this Court under Local Rule 83-3.1.2) upon extrajudicial statements likely
11 to materially prejudice an adjudicative proceeding, all audiovisual recordings of
12 depositions shall be used solely for the prosecution or defense of this action and shall
13 not be posted on the Internet or otherwise publicly exhibited, publicly distributed, or
14 disclosed to anyone other than Parties, House Counsel and Experts, other than if
15 played in open court in, or otherwise used in the prosecution or defense of, this action
16 or the action styled entitled *Kurt Oldman, et al. vs. Tyler Bates, et al.*, Los Angeles
17 Superior Court Case No. 18STCV01060 (the “State Case”), or as may be permitted
18 by further order of this Court or the Court in the State Case. The foregoing provision
19 does not, however, authorize the State Court in the State Action to permit the use or
20 disclosure of material or information that has been designated “CONFIDENTIAL”
21 pursuant to this Stipulated Protective Order and appears in the audiovisual recordings,
22 and, instead, any use or disclosure of that material or information designated
23 “CONFIDENTIAL” shall be governed by paragraph 8 of this Stipulated Protective
24 Order.

25 (c) for information produced in some form other than documentary and for any
26 other tangible items, that the Producing Party affix in a prominent place on the exterior
27 of the container or containers in which the information is stored the legend
28 “CONFIDENTIAL.” If only a portion or portions of the information warrants

1 protection, the Producing Party, to the extent practicable, will identify the protected
2 portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive the
5 Designating Party's right to secure protection under this Order for such material.
6 Upon timely correction of a designation, the Receiving Party must make reasonable
7 efforts to assure that the material is treated in accordance with the provisions of this
8 Order.

9
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 will initiate the dispute
15 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
16 et seq.

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

24
25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

1 Protected Material may be disclosed only to the categories of persons and under the
2 conditions described in this Order. When the Action has been terminated, a Receiving
3 Party must comply with the provisions of section 13 below (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 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 and the Receiving Party’s Outside Counsel of
12 Record in this Action, as well as employees of said Outside Counsel of Record to
13 whom it is reasonably necessary to disclose the information for this Action;

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

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

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

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

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

26 (h) during their depositions, witnesses, and attorneys for witnesses, in the
27 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
28 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will

1 not be permitted to keep any confidential information unless they sign the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
3 agreed by the Designating Party or ordered by the court. Pages of transcribed
4 deposition testimony or exhibits to depositions that reveal Protected Material may be
5 separately bound by the court reporter and may not be disclosed to anyone except as
6 permitted under this Stipulated Protective Order; and

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

9
10 8. PROTECTED MATERIAL SUBPOENAED, SOUGHT IN DISCOVERY,
11 ORDERED PRODUCED, OR OTHERWISE SOUGHT TO BE USED, IN OTHER
12 LITIGATION

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

18 (a) promptly notify in writing the Designating Party prior to the disclosure.
19 Such notification will include, as applicable, a copy of the subpoena, discovery
20 request, or court order or a description of the proposed disclosure;

21 (b) in the case of a subpoena, discovery request, or court order compelling
22 disclosure, promptly notify in writing the party who caused the subpoena, discovery
23 request, or order to issue in the other litigation that some or all of the material covered
24 by the subpoena, discovery request, or order is subject to this Protective Order. Such
25 notification will include a copy of this Stipulated Protective Order; and

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

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena, discovery request, or court order or who seeks to disclose information
3 or items designated in this Action as “CONFIDENTIAL,” will not produce any
4 information designated in this Action as “CONFIDENTIAL” before a determination
5 by the court in the other litigation, unless the Party has obtained the Designating
6 Party’s permission. The Designating Party will bear the burden and expense of
7 seeking protection in that court of its confidential material and nothing in these
8 provisions should be construed as authorizing or encouraging a Receiving Party in
9 this Action to disobey a lawful directive from another court.

10
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
14 Non-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 will:

22 (1) promptly notify in writing the Requesting Party and the Non-Party
23 that 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
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably
27 specific description of the information requested; and
28

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

3 (c) If the Non-Party fails to seek a protective order from this court within
4 14 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 will not
7 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 will bear the burden and expense
10 of seeking protection in this court of its Protected Material.

11
12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

21
22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

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

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
2 parties reach an agreement on the effect of disclosure of a communication or
3 information covered by the attorney-client privilege or work product protection, the
4 parties may incorporate their agreement in the stipulated protective order submitted
5 to the court.

6
7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

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

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

21
22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within 60
24 days of a written request by the Designating Party, each Receiving Party must return
25 all Protected Material to the Producing Party or destroy such material. As used in this
26 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
27 summaries, and any other format reproducing or capturing any of the Protected
28 Material. Whether the Protected Material is returned or destroyed, the Receiving

1 Party must submit a written certification to the Producing Party (and, if not the same
2 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
3 (by category, where appropriate) all the Protected Material that was returned or
4 destroyed and (2) affirms that the Receiving Party has not retained any copies,
5 abstracts, compilations, summaries or any other format reproducing or capturing any
6 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
7 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
8 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
9 reports, attorney work product, and consultant and expert work product, even if such
10 materials contain Protected Material. Any such archival copies that contain or
11 constitute Protected Material remain subject to this Protective Order as set forth in
12 Section 4 (DURATION).

13

14 14. Any willful violation of this Order may be punished by civil or criminal
15 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
16 authorities, or other appropriate action at the discretion of the Court.

17

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19

DATED: September __, 2019

GUTMAN LAW

20

21

By: _____

22

Alan S. Gutman

23

John Juenger

Attorneys for Plaintiff Dieter Hartmann

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Dated: September __, 2019

THEODORA ORINGER PC

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By: _____

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Edward E. Johnson

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Katherine J. Flores

Attorneys for Defendants Tyler Bates and
Tyler Bates Music, Inc.

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Dated: September __, 2019

DAVIS WRIGHT TREMAINE LLP

By: _____
Peter Anderson
Alonzo Wickers IV
Nicolette Vairo
Attorneys for Defendants Focus Features,
LLC and Focus Features Productions, LLC

Attestation Regarding Signatures

The undersigned attests that all signatories listed, and on whose behalf this filing is submitted, concur in this filing's content and have authorized its filing.

Dated: October 7, 2019

Peter Anderson, Esq.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: October 7, 2019



HON. MICHAEL R. WILNER
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [full name], of _____
5 [full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States
7 District Court *Hartmann v. Bates, et al.* Case No. 2:19-cv-05273-AB-MRWx. I agree
8 to comply with and to be bound by all the terms of this Stipulated Protective Order
9 and I understand and acknowledge that failure to so comply could expose me to
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will
11 not disclose in any manner any information or item that is subject to this Stipulated
12 Protective Order to any person or entity except in strict compliance with the
13 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 _____ [full
18 name] of _____ [full address and
19 telephone number] as my California agent for service of process in connection with
20 this action or any proceedings related to enforcement of this Stipulated Protective
21 Order.

22 Date: _____

23 City and State where signed: _____

24
25 Printed name: _____

26
27 Signature: _____