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

JIAE LEE,
Plaintiff,

v.
DONG YEOUN LEE, aka DAMON
LEE; and GRACE MIN;

Defendants,

Case No.: 2:19-CV-08814 JAK (PVCx)

**AMENDED STIPULATED
PROTECTIVE ORDER**

Complaint Filed: October 14, 2019

Consolidated Case: *Creative Global
Investment, Inc., et al. v. Jiae Lee, et al.*
(California Central District Court; Case
No. 2:19-cv-9564-JAK-FFM)

1 This Amended Stipulated Protective Order supersedes the Protective Order
2 Pursuant to Stipulation, previously entered in this action as Docket No. 35, to
3 provide for “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
4 designations.

5 **I. PURPOSES AND LIMITATIONS**

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

19 **II. GOOD CAUSE STATEMENT**

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

15 **III. DEFINITIONS**

16 A. Action: The lead action entitled *Jiae Lee v. Dong Yeoun Lee, et al.*
17 (Central District of California, Western Division, Case No. 2:19-cv-08814-JAK-
18 PVC), as well as the consolidated action entitled *Creative Global Investment, Inc.,*
19 *et al. v. Jiae Lee, et al.* (Central District of California, Western Division, Case No.
20 2:19-cv-9564-JAK-FFM).

21 B. Challenging Party: A Party or Non-Party that challenges the
22 designation of information or items under this Order.

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

1 D. Counsel: Outside Counsel of Record and House Counsel (as well as
2 their support staff).

3 E. Designating Party: A Party or Non-Party that designates information
4 or items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY.”

7 F. Disclosure or Discovery Material: All items or information,
8 regardless of the medium or manner in which it is generated, stored, or maintained
9 (including, among other things, testimony, transcripts, and tangible things), that
10 are produced or generated in disclosures or responses to discovery in this matter.

11 G. Expert: A person with specialized knowledge or experience in a
12 matter pertinent to the litigation who has been retained by a Party or its counsel to
13 serve as an expert witness or as a consultant in this Action.

14 H. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
15 Information or Items: Extremely sensitive “Confidential Information or Items,”
16 disclosure of which to another Party or Non-Party would create a substantial risk
17 of serious harm that could not be avoided by less restrictive means.

18 I. House Counsel: Attorneys who are employees of a party to this
19 Action. House Counsel does not include Outside Counsel of Record or any other
20 outside counsel.

21 J. Non-Party: Any natural person, partnership, corporation, association,
22 or other legal entity not named as a Party to this action.

23 K. Outside Counsel of Record: Attorneys who are not employees of a
24 party to this Action but are retained to represent or advise a party to this Action
25 and have appeared in this Action on behalf of that party or are affiliated with a law
26 firm that has appeared on behalf of that party, and includes support staff.

1 L. Party: Any party to this Action, including all of its officers,
2 directors, employees, consultants, retained experts, and Outside Counsel of
3 Record (and their support staffs).

4 M. Producing Party: A Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 N. Professional Vendors: Persons or entities that provide litigation
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits
8 or demonstrations, and organizing, storing, or retrieving data in any form or
9 medium) and their employees and subcontractors.

10 O. Protected Material: Any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY.”

13 P. Receiving Party: A Party that receives Disclosure or Discovery
14 Material from a Producing Party.

15 **IV. SCOPE**

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

21 B. Any use of Protected Material at trial shall be governed by the orders
22 of the trial judge. This Order does not govern the use of Protected Material at
23 trial.

24 **V. DURATION**

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

6 **VI. DESIGNATING PROTECTED MATERIAL**

7 **A. Exercise of Restraint and Care in Designating Material for** 8 **Protection.**

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

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

23 3. If it comes to a Designating Party's attention that information
24 or items that it designated for protection do not qualify for protection,
25 that Designating Party must promptly notify all other Parties that it is
26 withdrawing the inapplicable designation.
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1 B. Manner and Timing of Designations.

2 1. Except as otherwise provided in this Order (*see, e.g.*, Section
3 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
4 Discovery Material that qualifies for protection under this Order must
5 be clearly so designated before the material is disclosed or produced.

6 2. Designation in conformity with this Order requires the
7 following:

8 a. For information in documentary form (e.g., paper or
9 electronic documents, but excluding transcripts of depositions
10 or other pretrial or trial proceedings), that the Producing Party
11 affix the legend “CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each
13 page that contains protected material. If only a portion or
14 portions of the material on a page qualifies for protection, the
15 Producing Party also must clearly identify the protected
16 portion(s) (e.g., by making appropriate markings in the
17 margins) and must specify, for each portion, the level of
18 protection being asserted.

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

11 c. For testimony given in deposition, that the Designating
12 Party identify on the record, before the close of the deposition,
13 all protected testimony and specify the level of protection
14 being asserted.

15 d. For information produced in some form other than
16 documentary and for any other tangible items, that the
17 Producing Party affix in a prominent place on the exterior of
18 the container or containers in which the information or item is
19 stored the legend “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a
21 portion or portions of the information or item warrants
22 protection, the Producing Party, to the extent practicable, shall
23 identify the protected portion(s) and specify the level of
24 protection being asserted.

25 C. Inadvertent Failure to Designate.

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

5 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 A. Timing of Challenges.

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

10 B. Meet and Confer.

11 1. The Challenging Party shall initiate the dispute resolution
12 process under Local Rule 37.1 et seq.

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

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

22 A. Basic Principles

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

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

7 B. Disclosure of “CONFIDENTIAL” Information or Items

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

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

15 b. The officers, directors, and employees (including House
16 Counsel) of the Receiving Party to whom disclosure is
17 reasonably necessary for this Action, and, if the Receiving
18 Party is an individual, the Receiving Party himself or herself;

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

23 d. The Court and its personnel;

24 e. Court reporters and their staff;

25 f. Professional jury or trial consultants, mock jurors, and
26 Professional Vendors to whom disclosure is reasonably
27 necessary for this Action and who have signed the
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1 “Acknowledgment and Agreement to be Bound” attached as
2 Exhibit A hereto;

3 g. The author or recipient of a document containing the
4 information or a custodian or other person who otherwise
5 possessed or knew the information;

6 h. During their depositions, witnesses, and attorneys for
7 witnesses, in the Action to whom disclosure is reasonably
8 necessary provided: (i) the deposing party requests that the
9 witness sign the “Acknowledgment and Agreement to Be
10 Bound;” and (ii) they will not be permitted to keep any
11 confidential information unless they sign the
12 “Acknowledgment and Agreement to Be Bound,” unless
13 otherwise agreed by the Designating Party or ordered by the
14 Court. Pages of transcribed deposition testimony or exhibits to
15 depositions that reveal Protected Material may be separately
16 bound by the court reporter and may not be disclosed to
17 anyone except as permitted under this Stipulated Protective
18 Order; and

19 i. Any mediator or settlement officer, and their supporting
20 personnel, mutually agreed upon by any of the parties engaged
21 in settlement discussions.

22 C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” Information or Items

24 1. Unless otherwise ordered by the Court or permitted in writing
25 by the Designating Party, a Receiving Party may disclose any
26 information or item designated “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY” only to:
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1 a. The Receiving Party’s Outside Counsel of Record in this
2 Action, as well as employees of said Outside Counsel of
3 Record to whom it is reasonably necessary to disclose the
4 information for this Action;

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

9 c. The Court and its personnel;

10 d. Court reporters and their staff;

11 e. Professional jury or trial consultants, mock jurors, and
12 Professional Vendors to whom disclosure is reasonably
13 necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to be Bound” attached as
15 Exhibit A hereto;

16 f. The author or recipient of a document containing the
17 information or a custodian or other person who otherwise
18 possessed or knew the information;

19 g. During their depositions, witnesses, and attorneys for
20 witnesses, in the Action to whom disclosure is reasonably
21 necessary provided: (i) the deposing party requests that the
22 witness sign the “Acknowledgment and Agreement to Be
23 Bound;” and (ii) they will not be permitted to keep any
24 confidential information unless they sign the
25 “Acknowledgment and Agreement to Be Bound,” unless
26 otherwise agreed by the Designating Party or ordered by the
27 Court. Pages of transcribed deposition testimony or exhibits to
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1 depositions that reveal Protected Material may be separately
2 bound by the court reporter and may not be disclosed to
3 anyone except as permitted under this Stipulated Protective
4 Order; and

5 h. Any mediator or settlement officer, and their supporting
6 personnel, mutually agreed upon by any of the parties engaged
7 in settlement discussions.

8 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
9 **PRODUCED IN OTHER LITIGATION**

10 A. If a Party is served with a subpoena or a court order issued in other
11 litigation that compels disclosure of any information or items designated in
12 this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY” that Party must:

- 14 1. Promptly notify in writing the Designating Party. Such
15 notification shall include a copy of the subpoena or court order;
- 16 2. Promptly notify in writing the party who caused the subpoena
17 or order to issue in the other litigation that some or all of the material
18 covered by the subpoena or order is subject to this Protective Order.
19 Such notification shall include a copy of this Stipulated Protective
20 Order; and
- 21 3. Cooperate with respect to all reasonable procedures sought to
22 be pursued by the Designating Party whose Protected Material may
23 be affected.

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

7 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
8 **PRODUCED IN THIS LITIGATION**

9 A. The terms of this Order are applicable to information produced by a
10 Non-Party in this Action and designated as "CONFIDENTIAL" or
11 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such
12 information produced by Non-Parties in connection with this litigation is
13 protected by the remedies and relief provided by this Order. Nothing in
14 these provisions should be construed as prohibiting a Non-Party from
15 seeking additional protections.

16 B. In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party's confidential information in its possession, and the
18 Party is subject to an agreement with the Non-Party not to produce the Non-
19 Party's confidential information, then the Party shall:

- 20 1. Promptly notify in writing the Requesting Party and the Non-
21 Party that some or all of the information requested is subject to a
22 confidentiality agreement with a Non-Party;
- 23 2. Promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery request(s), and
25 a reasonably specific description of the information requested; and
- 26 3. Make the information requested available for inspection by the
27 Non-Party, if requested.

1 C. If the Non-Party fails to seek a protective order from this court within
2 14 days of receiving the notice and accompanying information, the
3 Receiving Party may produce the Non-Party's confidential information
4 responsive to the discovery request. If the Non-Party timely seeks a
5 protective order, the Receiving Party shall not produce any information in
6 its possession or control that is subject to the confidentiality agreement with
7 the Non-Party before a determination by the court. Absent a court order to
8 the contrary, the Non-Party shall bear the burden and expense of seeking
9 protection in this court of its Protected Material.

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

11 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
12 disclosed Protected Material to any person or in any circumstance not
13 authorized under this Stipulated Protective Order, the Receiving Party must
14 immediately (1) notify in writing the Designating Party of the unauthorized
15 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
16 Protected Material, (3) inform the person or persons to whom unauthorized
17 disclosures were made of all the terms of this Order, and (4) request such
18 person or persons to execute the "Acknowledgment and Agreement to be
19 Bound" that is attached hereto as Exhibit A.

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

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

2 A. Right to Further Relief.

3 1. Nothing in this Order abridges the right of any person to seek
4 its modification by the Court in the future.

5 B. Right to Assert Other Objections.

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

12 C. Filing Protected Material

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

20 **XIV. FINAL DISPOSITION**

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

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

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18 **FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS**
19 **SO ORDERED.**

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21 Dated: October 13, 2020



22 HONORABLE DEDE W. CASTILLO
23 United States Magistrate Judge
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1 **EXHIBIT A**
2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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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 Amended Stipulated Protective
7 Order that was issued by the United States District Court for the Central District
8 of California in the case of *Jiae Lee v. Dong Yeoun Lee, et al.*, Case No. 2:19-cv-
9 08814-JAK-PVC. I agree to comply with and to be bound by all the terms of this
10 Amended Stipulated Protective Order and I understand and acknowledge that
11 failure to so comply could expose me to sanctions and punishment in the nature of
12 contempt. I solemnly promise that I will not disclose in any manner any
13 information or item that is subject to this Amended Stipulated Protective Order to
14 any person or entity except in strict compliance with the provisions of this Order.
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18 I further agree to submit to the jurisdiction of the United States District
19 Court for the Central District of California for the purpose of enforcing the terms
20 of this Amended Stipulated Protective Order, even if such enforcement
21 proceedings occur after termination of this action. I hereby appoint _____
22 _____ [print or type full name] of _____
23 _____ [print or type full address and telephone number] as my California agent for
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1 service of process in connection with this action or any proceedings related to
2 enforcement of this Amended Stipulated Protective Order.

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4 Date: _____

5 City and State where sworn and signed: _____

6 Printed Name: _____

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8 Signature: _____

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