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8 Attorneys for Plaintiff
 9 MELISSA JEFFERSON,
 10 p/k/a LIZZO

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

13 MELISSA JEFFERSON, professionally
 14 known as LIZZO, an individual,

15 *Plaintiff,*

16 v.

17 JUSTIN RAISEN, an individual,
 18 JEREMIAH RAISEN, an individual,
 19 HEAVY DUTY MUSIC PUBLISHING,
 20 YVES ROTHMAN, and DOES 1-10,

21 *Defendants.*

22 JUSTIN RAISEN, an individual,
 23 JEREMIAH RAISEN, an individual,
 24 HEAVY DUTY LLC (erroneously sued
 25 as HEAVY DUTY MUSIC
 26 PUBLISHING), and JUSTIN "YVES"
 27 ROTHMAN, an individual,

28 *Counterclaimants,*

v.

MELISSA JEFFERSON, professionally
 known as LIZZO, an individual, ERIC
 FREDERIC, an individual, JESSE ST.
 JOHN GELLER, an individual,
 STEVEN CHEUNG, an individual, and
 ROES 1-10

Counterdefendants.

Case No.
 2:19-cv-09107-DMG-MAA

**STIPULATED PROTECTIVE
 ORDER**

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Stipulated Protective Order does not confer blanket protections on all disclosures or
8 responses to discovery and that the protection it affords from public disclosure and
9 use extends only to the limited information or items that are entitled to confidential
10 treatment under the applicable legal principles. The parties further acknowledge, as
11 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
12 them to file confidential information under seal; Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the Court to file material under seal.

15
16 **2. GOOD CAUSE STATEMENT**

17 This action is likely to involve commercial, financial, and/or proprietary
18 information for which special protection from public disclosure and from use for
19 any purpose other than prosecution of this action is warranted. Such confidential
20 and proprietary materials and information consist of, among other things,
21 confidential business or financial information, confidential information and data
22 relating to the development and recording of various sound recordings, including
23 recordings that have not been commercially released, private correspondence and
24 documents of individuals active within the music and entertainment industry and
25 often subject to unwarranted tabloid attention. Accordingly, to expedite the flow of
26 information, to facilitate the prompt resolution of disputes over confidentiality of
27 discovery materials, to adequately protect information the parties are entitled to
28 keep confidential, to ensure that the parties are permitted reasonable necessary uses

1 of such material in preparation for and in the conduct of trial, to address their
2 handling at the end of the litigation, and to serve the ends of justice, a protective
3 order for such information is justified in this matter. It is the intent of the parties
4 that information will not be designated as confidential for tactical reasons and that
5 nothing be so designated without a good faith belief that it has been maintained in a
6 confidential, non-public manner, and there is good cause why it should not be part
7 of the public record of this case.

8
9 **3. DEFINITIONS**

10 3.1. Action: This pending federal lawsuit.

11 3.2. Challenging Party: A Party or Nonparty that challenges the
12 designation of information or items under this Stipulated Protective
13 Order.

14 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
15 how it is generated, stored or maintained) or tangible things that
16 qualify for protection under Federal Rule of Civil Procedure 26(c), and
17 as specified above in the Good Cause Statement.

18 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well
19 as their support staff).

20 3.5. Designating Party: A Party or Nonparty that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL.”

23 3.6. Disclosure or Discovery Material: All items or information, regardless
24 of the medium or manner in which it is generated, stored, or
25 maintained (including, among other things, testimony, transcripts, and
26 tangible things), that is produced or generated in disclosures or
27 responses to discovery in this matter.

28 3.7. Expert: A person with specialized knowledge or experience in a

1 matter pertinent to the litigation who has been retained by a Party or its
2 counsel to serve as an expert witness or as a consultant in this Action.

3 3.8. In-House Counsel: Attorneys who are employees of a party to this
4 Action. In-House Counsel does not include Outside Counsel of
5 Record or any other outside counsel.

6 3.9. Nonparty: Any natural person, partnership, corporation, association,
7 or other legal entity not named as a Party to this action.

8 3.10. Outside Counsel of Record: Attorneys who are not employees of a
9 party to this Action but are retained to represent or advise a party to
10 this Action and have appeared in this Action on behalf of that party or
11 are affiliated with a law firm which has appeared on behalf of that
12 party, and includes support staff.

13 3.11. Party: Any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, In-House Counsel, and
15 Outside Counsel of Record (and their support staffs).

16 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
17 Discovery Material in this Action.

18 3.13. Professional Vendors: Persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating,
20 preparing exhibits or demonstrations, and organizing, storing, or
21 retrieving data in any form or medium) and their employees and
22 subcontractors.

23 3.14. Protected Material: Any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL.”

25 3.15. Receiving Party: A Party that receives Disclosure or Discovery
26 Material from a Producing Party.

1 **4. SCOPE**

2 The protections conferred by this Stipulated Protective Order cover not only
3 Protected Material, but also (1) any information copied or extracted from Protected
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
5 and (3) any testimony, conversations, or presentations by Parties or their Counsel
6 that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Stipulated Protective Order does not govern the use of Protected
9 Material at trial.

10
11 **5. DURATION**

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

20 If this case proceeds to trial, however, all of the information that was
21 designated or maintained as confidential pursuant to this Stipulated Protective
22 Order and that is admitted into the trial record will become public and
23 presumptively will be available to all members of the public, including the press,
24 unless the Designating Party demonstrates the existence of compelling reasons for a
25 further protective order in a motion to the trial judge in advance of the trial. *See*
26 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
27 (distinguishing “good cause” showing for sealing documents produced in discovery
28 from “compelling reasons” standard when merits-related documents are part of

1 court record).

2
3 **6. DESIGNATING PROTECTED MATERIAL**

4 6.1. Exercise of Restraint and Care in Designating Material for Protection.

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

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

20 6.2. Manner and Timing of Designations.

21 Except as otherwise provided in this Stipulated Protective Order
22 (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered,
23 Disclosure or Discovery Material that qualifies for protection under
24 this Stipulated Protective Order must be clearly so designated before
25 the material is disclosed or produced.

26 Designation in conformity with this Stipulated Protective Order
27 requires the following:

28 (a) For information in documentary form (*e.g.*, paper or electronic

1 documents, but excluding transcripts of depositions or other
2 pretrial or trial proceedings), that the Producing Party affix at a
3 minimum, the legend “CONFIDENTIAL” to each page that
4 contains protected material. If only a portion or portions of the
5 material on a page qualifies for protection, the Producing Party
6 also must clearly identify the protected portion(s) (*e.g.*, by
7 making appropriate markings in the margins).

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

- 24 (b) For testimony given in depositions, that the Designating Party
25 identify the Disclosure or Discovery Material on the record,
26 before the close of the deposition, all protected testimony.
- 27 (c) For information produced in nondocumentary form, and for any
28 other tangible items, that the Producing Party affix in a

1 prominent place on the exterior of the container or containers in
2 which the information is stored the legend “CONFIDENTIAL.”
3 If only a portion or portions of the information warrants
4 protection, the Producing Party, to the extent practicable, shall
5 identify the protected portion(s).

6 6.3. Inadvertent Failure to Designate.

7 If timely corrected, an inadvertent failure to designate qualified
8 information or items does not, standing alone, waive the Designating
9 Party’s right to secure protection under this Stipulated Protective Order
10 for such material. Upon timely correction of a designation, the
11 Receiving Party must make reasonable efforts to assure that the
12 material is treated in accordance with the provisions of this Stipulated
13 Protective Order.

14
15 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 7.1. Timing of Challenges.

17 Any Party or Nonparty may challenge a designation of
18 confidentiality at any time that is consistent with the Court’s
19 Scheduling Order.

20 7.2. Meet and Confer.

21 The Challenging Party shall initiate the dispute resolution
22 process, which shall comply with Local Rule 37.1 et seq., and with
23 Section 4 of Judge Audero’s Procedures (“Mandatory Telephonic
24 Conference for Discovery Disputes”).¹

25 7.3. Burden of Persuasion.

26 _____
27 ¹ Judge Audero’s Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-maria-audero>.

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

10
11 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

12 8.1. Basic Principles.

13 A Receiving Party may use Protected Material that is disclosed
14 or produced by another Party or by a Nonparty in connection with this
15 Action only for prosecuting, defending, or attempting to settle this
16 Action. Such Protected Material may be disclosed only to the
17 categories of persons and under the conditions described in this
18 Stipulated Protective Order. When the Action reaches a final
19 disposition, a Receiving Party must comply with the provisions of
20 Section 14 below.

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

25 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

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

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- (a) The Receiving Party’s Outside Counsel of Record, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- (b) The officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (c) Experts of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (d) The Court and its personnel;
- (e) Court reporters and their staff;
- (f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary or this Action and who have signed the “Acknowledgment and Agreement to be Bound” (Exhibit A);
- (g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court

1 reporter and may not be disclosed to anyone except as permitted
2 under this Stipulated Protective Order; and

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

6
7 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
8 **PRODUCED IN OTHER LITIGATION**

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

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

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

1 to disobey a lawful directive from another court.

2
3 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
4 **PRODUCED IN THIS LITIGATION**

5 10.1. Application.

6 The terms of this Stipulated Protective Order are applicable to
7 information produced by a Nonparty in this Action and designated as
8 “CONFIDENTIAL.” Such information produced by Nonparties in
9 connection with this litigation is protected by the remedies and relief
10 provided by this Stipulated Protective Order. Nothing in these
11 provisions should be construed as prohibiting a Nonparty from seeking
12 additional protections.

13 10.2. Notification.

14 In the event that a Party is required, by a valid discovery
15 request, to produce a Nonparty’s confidential information in its
16 possession, and the Party is subject to an agreement with the Nonparty
17 not to produce the Nonparty’s confidential information, then the Party
18 shall:

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

28 10.3. Conditions of Production.

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

11
12 **11. 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 immediately must (1) notify in
16 writing the Designating Party of the unauthorized disclosures, (2) use its best
17 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the
18 person or persons to whom unauthorized disclosures were made of all the terms of
19 this Stipulated Protective Order, and (4) request such person or persons to execute
20 the "Acknowledgment and Agreement to be Bound" (Exhibit A).

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

24 In this litigation, if a Party or Nonparty ("Disclosing Party") inadvertently
25 discloses information that is subject to a claim of attorney-client privilege or work
26 product protection ("Inadvertently Disclosed Information"), such disclosure shall
27 not constitute or be deemed a waiver or forfeiture of any claim of privilege or work
28

1 product protection with respect to the Inadvertently Disclosed Information or its
2 related subject matter in this litigation or in any other court or legal proceeding.
3

4 (a) If at any time the Disclosing Party discovers that it has disclosed
5 Inadvertently Disclosed Information, it shall, as soon as practicable:

- 6 • Notify all parties in writing of the inadvertent disclosure.
- 7 • Identify all Inadvertently Disclosed Information.
8

9 (b) Upon receiving the Disclosing Party's notice, each Receiving Party shall
10 within seven business days:

- 11 • Return, destroy, sequester, or delete all copies of the Inadvertently
12 Disclosed Information.
- 13 • Take reasonable steps to retrieve the Inadvertently Disclosed
14 Information if it was disseminated by the receiving party prior to
15 such notification.
- 16 • Provide a certification of counsel that all such information has been
17 returned, destroyed, sequestered, or deleted.
18

19 (c) Even if the Receiving Party objects (or intends to object) to the Disclosing
20 Party's privilege or protection claim, it shall refrain from any further use,
21 disclosure, or dissemination of the Inadvertently Disclosed Information in
22 any way (including, but not limited to, using the information at
23 depositions or trial) until the Court rules on the privileged or protected
24 status of the Inadvertently Disclosed Information. The Disclosing Party
25 must preserve the Inadvertently Disclosed Information until either:

- 26 • All receiving parties concede that it is privileged or protected.
- 27 • The Court resolves any disputes as to whether the Inadvertently
28 Disclosed Information is privileged or protected.

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(d) Within seven business days of the notification that the Receiving Party returned, destroyed, sequestered, or deleted the Inadvertently Disclosed Information, the Disclosing Party shall produce a privilege log with respect to the Inadvertently Disclosed Information.

(e) A party that objects to a claim of privilege or work product protection with respect to the Inadvertently Disclosed Information may seek an Order from the Court pursuant to Local Civil Rule 37 compelling production of the Inadvertently Disclosed Information. To the extent necessary, the motion shall be filed under seal pursuant to the Court's rules governing under seal filing. The Disclosing Party bears the burden of establishing the privileged or protected nature of any Inadvertently Disclosed Information. Nothing in this Order shall limit the right to request an *in camera* review of the Inadvertently Disclosed Information.

13. MISCELLANEOUS

13.1. Right to Further Relief.

Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the Court in the future.

13.2. Right to Assert Other Objections.

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

1 13.3. Filing Protected Material.

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

9
10 **14. FINAL DISPOSITION**

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

1 **15. VIOLATION**

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

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7
8 Dated: October 13, 2020

/s/ Cynthia S. Arato
Cynthia S. Arato
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17 Dated: October 13, 2020

/s/ Allen Secretov
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*Attorneys for Defendants and
Counterclaimants JUSTIN RAISEN,
JEREMIAH RAISEN, HEAVY DUTY
LLC, and JUSTIN "YVES"
ROTHMAN*

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



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3 Dated: 10/14/20

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5 Maria A. Audero
6 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
_____ [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 _____
[date] in the case of Jefferson v. Raisen, et al., 19-cv-9107. 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 Stipulated Protective 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 _____ [full name]
of _____ [address and telephone number]
as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Signature: _____
Printed Name: _____
Date: _____
City and State Where Sworn and Signed: _____