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11
 12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**
 14

15 BRIAN THOMASSEN, an individual,
 16
 Plaintiff,
 17
 vs.
 18
 19 GEBRÜDER WEISS, INC. and Does 1
 through 50,
 20
 Defendants.
 21

CASE NO: **2:20-cv-08308 AB (Ex)**
 Assigned to:
 Hon. Andre Birotte, Jr.
 Courtroom 7B
 Referred to:
 Magistrate Judge Charles F. Eick
 Courtroom 750, 7th Fl.

STIPULATED PROTECTIVE ORDER

Complaint Filed: August 3, 2020
 Action Removed: September 10, 2020
 Trial Date: March 1, 2022

1 **1. PURPOSES AND LIMITATIONS**

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

17 **2. GOOD CAUSE STATEMENT**

18 Defendant contends that discovery in this action may involve trade secrets,
19 customer and pricing lists and other valuable research, development, commercial,
20 financial, technical and/or proprietary information for which special protection from public
21 disclosure and from use for any purpose other than prosecution of this action is warranted,
22 especially because the parties are engaged in the same or similar businesses. Such
23 confidential and proprietary materials and information consist of, among other things,
24 confidential business or financial information, information regarding confidential business
25 practices and/or confidential and proprietary trade secrets (including customer and pricing
26 lists), or other confidential research, development, or commercial information (including
27 information implicating privacy rights of third parties), information otherwise generally
28 unavailable to the public, or which may be privileged or otherwise protected from

1 disclosure under state or federal statutes, court rules, case decisions, or common law.
2 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
3 disputes over confidentiality of discovery materials, to adequately protect information the
4 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable
5 necessary uses of such material in preparation for and in the conduct of trial, to address
6 their handling at the end of the litigation, and to serve the ends of justice, a protective order
7 for such information is justified in this matter. It is the intent of the parties that information
8 will not be designated as confidential for tactical reasons and that nothing be so designated
9 without a good faith belief that it has been maintained in a confidential, non-public manner,
10 and there is good cause why it should not be part of the public record of this case.

11 **3. DEFINITIONS**

12 3.1. Action: This pending federal lawsuit.

13 3.2. Challenging Party: A Party or Nonparty that challenges the designation of
14 CONFIDENTIAL Information or Items under this Stipulated Protective
15 Order.

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

20 3.4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
21 “CONFIDENTIAL” information that is highly confidential or proprietary in
22 nature that qualified for protection under Federal Rule of Civil Procedure
23 26(c), as specified above in the Good Cause Statement.

24 3.5. Counsel: Outside Counsel of Record and In-House Counsel (as well as their
25 support staff).

26 3.6. Designating Party: A Party or Nonparty that designates information or items
27 that it produces in disclosures or in responses to discovery as
28 “CONFIDENTIAL.”

- 1 3.7. Disclosure or Discovery Material: All items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that is
4 produced or generated in disclosures or responses to discovery in this matter.
- 5 3.8. Expert: A person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to
7 serve as an expert witness or as a consultant in this Action.
- 8 3.9. In-House Counsel: Attorneys who are employees of a party to this Action.
9 In-House Counsel does not include Outside Counsel of Record or any other
10 outside counsel.
- 11 3.10. Nonparty: Any natural person, partnership, corporation, association, or other
12 legal entity not named as a Party to this action.
- 13 3.11. Outside Counsel of Record: Attorneys who are not employees of a party to
14 this Action but are retained to represent or advise a party to this Action and
15 have appeared in this Action on behalf of that party or are affiliated with a
16 law firm which has appeared on behalf of that party, and includes support
17 staff.
- 18 3.12. Party: Any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, In-House Counsel, and Outside
20 Counsel of Record (and their support staffs).
- 21 3.13. Producing Party: A Party or Nonparty that produces Disclosure or Discovery
22 Material in this Action.
- 23 3.14. Professional Vendors: Persons or entities that provide litigation support
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or
26 medium) and their employees and subcontractors.
- 27 3.15. Protected Material: Any Disclosure or Discovery Material that is designated
28 as “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES

1 ONLY.”

2 3.16. Receiving Party: A Party that receives Disclosure or Discovery Material from
3 a Producing Party.

4 **4. SCOPE**

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

10 Any use of Protected Material at trial shall be governed by the orders of the trial
11 judge. This Stipulated Protective Order does not govern the use of Protected Material at
12 trial.

13 **5. DURATION**

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

21 **6. DESIGNATING PROTECTED MATERIAL**

22 6.1. Exercise of Restraint and Care in Designating Material for Protection.

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

1 the ambit of this Stipulated Protective Order.

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

6 6.2. Manner and Timing of Designations.

7 Except as otherwise provided in this Stipulated Protective Order (*see, e.g.*, Section
8 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
9 qualifies for protection under this Stipulated Protective Order must be clearly so
10 designated before the material is disclosed or produced.

11 Designation in conformity with this Stipulated Protective Order requires the
12 following:

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

21 A Party or Nonparty that makes original documents available for
22 inspection need not designate them for protection until after the
23 inspecting Party has indicated which documents it would like copied
24 and produced. During the inspection and before the designation, all of
25 the material made available for inspection shall be deemed
26 “CONFIDENTIAL or “CONFIDENTIAL—ATTORNEYS’ EYES
27 ONLY.” After the inspecting Party has identified the documents it
28 wants copied and produced, the Producing Party must determine which

1 documents, or portions thereof, qualify for protection under this
2 Stipulated Protective Order. Then, before producing the specified
3 documents, the Producing Party must affix the legend
4 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES
5 ONLY” to each page that contains Protected Material. If only a portion
6 or portions of the material on a page qualifies for protection, the
7 Producing Party also must clearly identify the protected portion(s)
8 (*e.g.*, by making appropriate markings in the margins).

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

12 (c) For information produced in nondocumentary form, and for any other
13 tangible items, that the Producing Party affix in a prominent place on
14 the exterior of the container or containers in which the information is
15 stored the legend “CONFIDENTIAL” or “CONFIDENTIAL—
16 ATTORNEYS’ EYES ONLY”. If only a portion or portions of the
17 information warrants protection, the Producing Party, to the extent
18 practicable, shall identify the protected portion(s).

19 6.3. Inadvertent Failure to Designate.

20 If timely corrected, an inadvertent failure to designate qualified information or items
21 does not, standing alone, waive the Designating Party’s right to secure protection under
22 this Stipulated Protective Order for such material. “Timely corrected” shall mean that the
23 Designating Party notifies the receiving party(ies) within 30 days of the original Disclosure
24 or production of the Discovery Material of the Designating Party’s inadvertent failure to
25 designate the Disclosure or Discovery Materials as CONFIDENTIAL and
26 contemporaneous production of the Disclosure or Discovery Materials as
27 CONFIDENTIAL. Upon timely correction of a designation, the Receiving Party must
28 make reasonable efforts to assure that the material is treated in accordance with the

1 provisions of this Stipulated Protective Order.

2 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 7.1. Timing of Challenges.

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

6 7.2. Meet and Confer.

7 The Challenging Party shall initiate the dispute resolution process, which shall
8 comply with Local Rule 37.1 et seq.

9 7.3. Burden of Persuasion.

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

17 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

18 8.1. Basic Principles.

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

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

28 8.2. Disclosure of “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’

1 EYES ONLY” Information or Items.

2 Unless otherwise ordered by the Court or permitted in writing by the Designating
3 Party, a Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only to:

- 5 (a) The Receiving Party’s Outside Counsel of Record, as well as
6 employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;
- 8 (b) The officers, directors, and employees (including In-House Counsel)
9 of the Receiving Party to whom disclosure is reasonably necessary for
10 this Action;
- 11 (c) Experts of the Receiving Party to whom disclosure is reasonably
12 necessary for this Action and who have signed the “Acknowledgment
13 and Agreement to Be Bound” (Exhibit A);
- 14 (d) The Court and its personnel;
- 15 (e) Court reporters and their staff;
- 16 (f) Professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary or this Action and
18 who have signed the “Acknowledgment and Agreement to be Bound”
19 (Exhibit A);
- 20 (g) The author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the
22 information;
- 23 (h) During their depositions, witnesses, and attorneys for witnesses, in the
24 Action to whom disclosure is reasonably necessary provided: (i) the
25 deposing party requests that the witness sign the “Acknowledgment
26 and Agreement to Be Bound” (Exhibit A); and (ii) the witness will not
27 be permitted to keep any confidential information unless they sign the
28 “Acknowledgment and Agreement to Be Bound,” unless otherwise

1 agreed by the Designating Party or ordered by the Court. Pages of
2 transcribed deposition testimony or exhibits to depositions that reveal
3 Protected Material may be separately bound by the court reporter and
4 may not be disclosed to anyone except as permitted under this
5 Stipulated Protective Order; and

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

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

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

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

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

1 these provisions should be construed as authorizing or encouraging a Receiving Party in
2 this Action to disobey a lawful directive from another court.

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

5 10.1. Application.

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

12 10.2. Notification.

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

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

25 10.3. Conditions of Production.

26 If the Nonparty fails to seek a protective order from this Court within fourteen (14)
27 days after receiving the notice and accompanying information, the Receiving Party may
28 produce the Nonparty’s confidential information responsive to the discovery request. If

1 the Nonparty timely seeks a protective order, the Receiving Party shall not produce any
2 information in its possession or control that is subject to the confidentiality agreement with
3 the Nonparty before a determination by the Court. Absent a court order to the contrary,
4 the Nonparty shall bear the burden and expense of seeking protection in this Court of its
5 Protected Material.

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

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

15 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain inadvertently
18 produced material is subject to a claim of privilege or other protection, the obligations of
19 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
20 This provision is not intended to modify whatever procedure may be established in an e-
21 discovery order that provides for production without prior privilege review. Pursuant to
22 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
23 effect of disclosure of a communication or information covered by the attorney-client
24 privilege or work product protection, the parties may incorporate their agreement in the
25 Stipulated Protective Order submitted to the Court.

26 **13. MISCELLANEOUS**

27 13.1. Right to Further Relief.

28 Nothing in this Stipulated Protective Order abridges the right of any person to seek

1 its modification by the Court in the future.

2 13.2. Right to Assert Other Objections.

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

8 13.3. Filing Protected Material.

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

14 **14. FINAL DISPOSITION**

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

1 contain Protected Material. Any such archival copies that contain or constitute Protected
2 Material remain subject to this Stipulated Protective Order as set forth in Section 5.

3 **15. VIOLATION**

4 On noticed motion, the Court may enter an Order against any Party violating this
5 Stipulated Protective Order for an appropriate remedy in favor of the moving Party
6 including, without limitation, contempt proceedings and/or monetary sanctions.

7
8 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

9
10 DATED: June 7, 2021

Respectfully submitted,

11 DORSEY & WHITNEY LLP

12
13 By /s/ John T. Sullivan
14 John T. Sullivan
15 Erica H. Chen
16 Melonie S. Jordan
Attorneys for Defendant,
Gebrüder Weiss, Inc.

17 DATED: June 7, 2021

Respectfully submitted,

18 SMITH LC

19
20 By /s/ Stephanie P. Alexander
21 Stephanie P. Alexander
22 Douglas M. Campbell
Attorneys for Plaintiff,
Brian Thomassen

23 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:**

24
25 Dated: 6/7/2021

26 By: /s/ CHARLES F. EICK
Magistrates Judge Charles F. Eick
United States District Court Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____
4 _____ [print or type full address], declare under penalty of perjury that I have read
5 in its entirety and understand the Stipulated Protective Order that was issue by the United
6 States District Court for the Central District of California on [DATE] in the case of *Brian*
7 *Thomassen v. Gebrüder Weiss, Inc.* Case No. 2:20-cv-8308 AB (Ex). I agree to comply
8 with and to be bound by all the terms of this Stipulated Protective Order and I understand
9 and acknowledge that failure to so comply could expose me to sanctions and punishment
10 in the nature of contempt. I solemnly promise that I will not disclose in any manner any
11 information or item that is subject to this Stipulated Protective Order to any person or
12 entity except in strict compliance with the provisions of this Order.

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

20
21
22 Date: _____

23 City and State where sworn and signed: _____

24 Printed Name: _____

25 Signature: _____
26
27
28