

1 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
2 enter the following Stipulated Protective Order. The parties acknowledge that this
3 Order does not confer blanket protections on all disclosures or responses to
4 discovery and that the protection it affords from public disclosure and use extends
5 only to the limited information or items that are entitled to confidential treatment
6 under the applicable legal principles.

7
8 **B. GOOD CAUSE STATEMENT**

9 This case involves police use of excessive force. Discovery in this action is
10 likely to involve the production of sensitive, confidential documents pertaining to
11 and contained in the private employment personnel file of Defendant Long Beach
12 Police Department officers, which include as follows: Officer Joseph John Calise,
13 Officer Joel Johnson, Officer Braulio Carbajal, and Officer Feliciano Reyes, Jr.
14 (collectively herein “Defendant Officers”) Production and disclosure of these
15 confidential personnel file documents without this protective order may subject
16 Defendant Officers to unwarranted and unnecessary embarrassment, harassment,
17 and/or violation of Defendant Officers’ rights of privacy.

18 Accordingly, to expedite the flow of information, to facilitate the prompt
19 resolution of disputes over confidentiality of discovery materials, to adequately
20 protect information the parties are entitled to keep confidential, to ensure that the
21 parties are permitted reasonable necessary uses of such material in preparation for
22 and in the conduct of trial, to address their handling at the end of the litigation, and
23 serve the ends of justice, a protective order for such information is justified in this
24 matter. It is the intent of the parties that information will not be designated as
25 confidential for tactical reasons and that nothing be so designated without a good
26 faith belief that it has been maintained in a confidential, non-public manner, and
27 there is good cause why it should not be part of the public record of this case.

28 ///

1 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

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

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

20 Further, if a party requests sealing related to a dispositive motion or trial, then
21 compelling reasons, not only good cause, for the sealing must be shown, and the
22 relief sought shall be narrowly tailored to serve the specific interest to be protected.
23 See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
24 each item or type of information, document, or thing sought to be filed or introduced
25 under seal in connection with a dispositive motion or trial, the party seeking
26 protection must articulate compelling reasons, supported by specific facts and legal
27 justification, for the requested sealing order. Again, competent evidence supporting
28

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

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

8
9 2. DEFINITIONS

10 2.1 Action: This pending federal lawsuit.

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

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

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

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

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

26 2.7 Expert: A person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as
28 an expert witness or as a consultant in this Action.

1 2.8 House Counsel: Attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.9 Non-Party: Any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

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

10 2.11 Party: Any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

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

19 2.14 Protected Material: Any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 3. SCOPE
24

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
28 compilations of Protected Material; and (3) any testimony, conversations, or

1 presentations by Parties or their Counsel that might reveal Protected Material.

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

4
5 4. DURATION

6 FINAL DISPOSITION of the action is defined as the conclusion of any
7 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
8 has run. Except as set forth below, the terms of this protective order apply through
9 FINAL DISPOSITION of the action.

10 ONCE A CASE PROCEEDS TO TRIAL, INFORMATION THAT WAS
11 DESIGNATED AS CONFIDENTIAL OR MAINTAINED PURSUANT TO THIS
12 PROTECTIVE ORDER USED OR INTRODUCED AS AN EXHIBIT AT TRIAL
13 BECOMES PUBLIC AND WILL BE PRESUMPTIVELY AVAILABLE TO ALL
14 MEMBERS OF THE PUBLIC, INCLUDING THE PRESS, UNLESS
15 COMPELLING REASONS SUPPORTED BY SPECIFIC FACTUAL FINDINGS
16 TO PROCEED OTHERWISE ARE MADE TO THE TRIAL JUDGE IN
17 ADVANCE OF THE TRIAL. SEE KAMAKANA, 447 F.3D AT 1180-81
18 (DISTINGUISHING “GOOD CAUSE” SHOWING FOR SEALING
19 DOCUMENTS PRODUCED IN DISCOVERY FROM “COMPELLING
20 REASONS” STANDARD WHEN MERITS-RELATED DOCUMENTS ARE
21 PART OF COURT RECORD). ACCORDINGLY, FOR SUCH MATERIALS,
22 THE TERMS OF THIS PROTECTIVE ORDER DO NOT EXTEND BEYOND
23 THE COMMENCEMENT OF THE TRIAL.

24
25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.
27 Each Party or Non-Party that designates information or items for protection under
28

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

7
8 Mass, indiscriminate, or routinized designations are prohibited. Designations
9 that are shown to be clearly unjustified or that have been made for an improper
10 purpose (e.g., to unnecessarily encumber the case development process or to impose
11 unnecessary expenses and burdens on other parties) may expose the Designating
12 Party to sanctions.

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

16 5.2 Manner and Timing of Designations. Except as otherwise provided in
17 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
19 under this Order must be clearly so designated before the material is disclosed or
20 produced.

21 Designation in conformity with this Order requires:

22
23 (a) for information in documentary form (e.g., paper or electronic documents,
24 but excluding transcripts of depositions or other pretrial or trial proceedings), that
25 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
26 "CONFIDENTIAL legend"), to each page that contains protected material. If only
27 a portion or portions of the material on a page qualifies for protection, the Producing
28

1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
2 markings in the margins).

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

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

18
19 (c) for information produced in some form other than documentary and for
20 any other tangible items, that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information is stored the legend
22 “CONFIDENTIAL.” If only a portion or portions of the information warrants
23 protection, the Producing Party, to the extent practicable, shall identify the protected
24 portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive
27 the Designating Party’s right to secure protection under this Order for such material.
28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3
4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court's
7 Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process under Local Rule 37.1 et seq.

10 6.3 The burden of persuasion in any such challenge proceeding shall be on
11 the Designating Party. Frivolous challenges, and those made for an improper
12 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
13 parties) may expose the Challenging Party to sanctions. Unless the Designating Party
14 has waived or withdrawn the confidentiality designation, all parties shall continue to
15 afford the material in question the level of protection to which it is entitled under the
16 Producing Party's designation until the Court rules on the challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

5
6 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
7 as employees of said Outside Counsel of Record to whom it is reasonably necessary
8 to disclose the information for this Action;

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

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

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

21 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
22 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
23 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
24 not be permitted to keep any confidential information unless they sign the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
26 agreed by the Designating Party or ordered by the court. Pages of transcribed
27 deposition testimony or exhibits to depositions that reveal Protected Material may
28

1 be separately bound by the court reporter and may not be disclosed to anyone except
2 as permitted under this Stipulated Protective Order; and

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

6
7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
8 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
13 (a) promptly notify in writing the Designating Party. Such notification
14 shall include a copy of the subpoena or court order unless prohibited by law;

15 (b) promptly notify in writing the party who caused the subpoena or order
16 to issue in the other litigation that some or all of the material covered by the subpoena
17 or order is subject to this Protective Order. Such notification shall include a copy of
18 this Stipulated Protective 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 affected.

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

1 Party in this Action to disobey a lawful directive from another court.

2 9. NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
3 IN THIS LITIGATION

4 (a) The terms of this Order are applicable to information produced by a
5 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
6 produced by Non-Parties in connection with this litigation is protected by the
7 remedies and relief provided by this Order. Nothing in these provisions should be
8 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

21 (c) If the Non-Party fails to seek a protective order from this court within
22 14 days of receiving the notice and accompanying information, the Receiving Party
23 may produce the Non-Party's confidential information responsive to the discovery
24 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
25 not produce any information in its possession or control that is subject to the
26 confidentiality agreement with the Non-Party before a determination by the court.
27 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
28

1 of seeking protection in this court of its Protected Material.

2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
13 PROTECTED MATERIAL

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

25 12. MISCELLANEOUS

26
27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
8 only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material at issue. If a Party's request to file Protected Material
10 under seal is denied by the court, then the Receiving Party may file the information
11 in the public record unless otherwise instructed by the court.

12 13. FINAL DISPOSITION

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

1 materials contain Protected Material. Any such archival copies that contain or
2 constitute Protected Material remain subject to this Protective Order as set forth in
3 Section 4 (DURATION).

4
5 14. Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
9

10 **IVIE McNEILL WYATT PURCELL & DIGGS**

11 Dated: May 4, 2022

12 By: /s/ Rodney S. Diggs
13 **RODNEY S. DIGGS**
14 Attorneys for Plaintiff,
15 EUGENE MARTINDALE, III

16 Dated: May 4, 2022

CITY OF LONG BEACH

17 By: /s/ Howard D. Russell
18 **HOWARD D. RUSSELL**
19 **Deputy City Attorney**
20 Attorney for Defendants,
21 CITY OF LONG BEACH, OFFICER
22 JOSEPH JOHN CALISE, OFFICER JOEL
23 CHRISTOPHER JOHNSON, OFFICER
24 BRAULIO IGNACIO CARBAJAL, and
25 OFFICER FELICIANO REYES, JR.

26 Dated: May 4, 2022

BORDIN SEMMER LLP

27 By: /s/ Benjamin A. Sampson
28 **BENJAMIN A. SAMPSON**
JOSHUA BORDIN-WOSK
Attorneys for Defendant,
LUCKY & CO. INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 5/9/2022



Hon. Jean P. Rosenbluth
United States Magistrate 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 in its
5 entirety and understand the Stipulated Protective Order that was issued by the
6 United States District Court for the Central District of California on [date] in the
7 case of EUGENE MARTINDALE, an individual, Plaintiff, vs. THE CITY OF
8 LONG BEACH, OFFICER JOSEPH JOHN CALISE, OFFICER JOEL
9 CHRISTOPHER JOHNSON, OFFICER BRAULIO IGNACIO CARBAJAL, and
10 OFFICER FELICIANO REYES, JR., and DOES 1-10, inclusive, Defendants, Case
11 No.: 2:20-cv-09385-CAS-JPR, I agree to comply with and to be bound by all the
12 terms of this Stipulated Protective Order and I understand and acknowledge that
13 failure to so comply could expose me to sanctions and punishment in the nature of
14 contempt. I solemnly promise that I will not disclose in any manner any information
15 or item that is subject to this Stipulated Protective Order to any person or entity
16 except in strict compliance with the provisions of this Order. I further agree to
17 submit to the jurisdiction of the United States District Court for the Central District
18 of California for the purpose of enforcing the terms of this Stipulated Protective
19 Order, even if such enforcement proceedings occur after termination of this action.
20 I hereby appoint _____ [print or type full name] of
21 _____ [print or type full address and telephone number] as my California agent
22 for service of process in connection with this action or any proceedings related to
23 enforcement of this Stipulated Protective Order.

24 Dated: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____