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10 Attorneys for Defendants City of Los  
11 Angeles, Los Angeles Police Department,  
and Chief Michel Moore

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14

15 ZEESHAN H. KHAN, CHRISTINA  
16 ASTORGA, and RINGO CHIU,

17 Plaintiffs,

18 v.

19 CITY OF LOS ANGELES, LOS  
ANGELES POLICE DEPARTMENT, ;  
20 CHIEF MICHEL MOORE, OFFICER  
AARON GREEN, and DOES 1-10,  
21

22 Defendants.

Case No. 2:21-cv-03289 CAS (MARx)

**STIPULATED PROTECTIVE  
ORDER**

Referred for Discovery Purposes to the  
Honorable Margo A. Rocconi

23 1. A. PURPOSES AND LIMITATIONS

24 Discovery in this action is likely to involve production of confidential,  
25 proprietary, or private information for which special protection from public  
26 disclosure and from use for any purpose other than prosecuting this litigation may  
27 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
28 enter the following Stipulated Protective Order. The parties acknowledge that this

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

9 **B. GOOD CAUSE STATEMENT**

10 This action involves the City of Los Angeles and members of the Los Angeles  
11 Police Department on the one side and on the other side Plaintiffs Zeeshan Khan,  
12 Christina Astorga, and Ringo Chiu ("Plaintiffs"), private citizens, who are claiming  
13 damages from the City and its police officer for past and future medical expenses,  
14 loss of earnings, emotional distress, mental suffering, and other unspecified general  
15 damages allegedly caused by Defendants. Defendants will seek in this action  
16 discovery of various information relating to Plaintiffs' damages claims, including  
17 employment and medical information that may be very personal, private, and  
18 potentially embarrassing to them if it were to be unnecessarily disseminated.  
19 Plaintiffs are seeking materials and information that Defendant the City of Los  
20 Angeles (including its Police Department) maintains as confidential, such as  
21 personnel files of police officers, Internal Affairs materials and information, Force  
22 Investigation Division materials and information and other administrative materials  
23 and information currently in the possession of the City and which the City believes  
24 need special protection from public disclosure and from use for any purpose other  
25 than prosecuting this litigation. Some of this information may also implicate the  
26 privacy rights of persons not party to this lawsuit. Plaintiff is also seeking official  
27 information contained in the personnel files of the police officers involved in the  
28 subject incident, which the City maintains as strictly confidential and which the City

1 believes needs special protection from public disclosure and from use for any  
2 purpose other than prosecuting this litigation.

3       The parties therefore stipulate that some of the information into which  
4 discovery will be sought in this case is protected by various parties' and (third  
5 parties') privacy rights under state and federal law. In addition, the confidentiality  
6 of the materials and information sought by Plaintiff is recognized by California and  
7 federal law. The City has not publicly released such materials except under  
8 protective order or pursuant to a court order, if at all. These materials and  
9 information are of the type that has been used to initiate disciplinary action against  
10 Los Angeles Police Department ("LAPD") officers, and has been used as evidence  
11 in disciplinary proceedings, where the officers' conduct was considered to be  
12 contrary to LAPD policy.

13       THIS STIPULATED PROTECTIVE ORDER EXPRESSLY EXCLUDES  
14 RECORDINGS FROM OFFICERS' BODY-WORN CAMERAS UNLESS  
15 OTHERWISE SPECIFICALLY AGREED BY THE PARTIES IN A SEPARATE  
16 WRITING, OR AS OTHERWISE ORDERED BY THE COURT.

17       Absent a protective order delineating the responsibilities of nondisclosure on  
18 the part of the parties hereto, there is a specific risk of unnecessary and undue  
19 disclosure by one or more of the many attorneys, secretaries, law clerks, paralegals  
20 and expert witnesses involved in this case, as well as the corollary risk of  
21 embarrassment, harassment and professional and legal harm on the part of Plaintiffs,  
22 Defendants, other LAPD officers, and non-party civilians who may be referenced in  
23 the materials and information.

24       Accordingly, to expedite the flow of information, to facilitate the prompt  
25 resolution of disputes over confidentiality of discovery materials, to adequately  
26 protect information the parties are entitled to keep confidential, to ensure that the  
27 parties are permitted reasonable necessary uses of such material in preparation for  
28 and in the conduct of trial, to address their handling at the end of the litigation, and

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

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2. DEFINITIONS

- 2.1 Action: The above-captioned suit.
- 2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.
- 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.
- 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).
- 2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”
- 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.
- 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as 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
- 3           outside counsel.
- 4           2.9 Non-Party: any natural person, partnership, corporation, association, or
- 5           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
- 8           and have appeared in this Action on behalf of that party or are affiliated
- 9           with a law firm which has appeared on behalf of that party, and includes
- 10          support staff.
- 11          2.11 Party: any party to this Action, including all of its officers, directors,
- 12          employees, consultants, retained experts, and Outside Counsel of Record
- 13          (and their support staffs).
- 14          2.12 Producing Party: a Party or Non-Party that produces Disclosure or
- 15          Discovery Material in this Action.
- 16          2.13 Professional Vendors: persons or entities that provide litigation support
- 17          services (e.g., photocopying, videotaping, translating, preparing exhibits
- 18          or demonstrations, and organizing, storing, or retrieving data in any form
- 19          or medium) and their employees and subcontractors.
- 20          2.14 Protected Material: any Disclosure or Discovery Material that is
- 21          designated as “CONFIDENTIAL.”
- 22          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
- 23          from a Producing Party.

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25          3.    SCOPE

26          The protections conferred by this Stipulation and Order cover not only

27 Protected Material (as defined above), but also (1) any information copied or

28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

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

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#### 6 4. DURATION

7 Once trial commences in this action, all of the information that was  
8 designated as CONFIDENTIAL or maintained pursuant to this protective order and  
9 that is introduced or admitted at trial becomes public and will be presumptively  
10 available to all members of the public, including the press, unless compelling  
11 reasons supported by specific factual findings to proceed otherwise are made to the  
12 trial judge in advance of the trial. *See Kamakana v. City and County of Honolulu*,  
13 447 F.3d 1172, 1180-81 (9<sup>th</sup> Cir. 2006) (distinguishing "good cause" showing for  
14 sealing documents produced in discovery from "compelling reasons" standard when  
15 merits-related documents are part of court record). Accordingly, the terms of this  
16 protective order do not extend beyond the commencement of the trial as to the  
17 CONFIDENTIAL information and materials introduced or admitted as an exhibit at  
18 trial.

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#### 20 5. DESIGNATING PROTECTED MATERIAL

##### 21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced.

14  
15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents,  
17 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
18 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
19 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
20 portion or portions of the material on a page qualifies for protection, the Producing  
21 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
22 markings in the margins). Any such designation should not obscure the text or  
23 image on the item being produced.

24  
25 A Party or Non-Party that makes original documents available for inspection  
26 need not designate them for protection until after the inspecting Party has indicated  
27 which documents it would like copied and produced. During the inspection and  
28 before the designation, all of the material made available for inspection shall be

1 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
2 documents it wants copied and produced, the Producing Party must determine which  
3 documents, or portions thereof, qualify for protection under this Order. Then, before  
4 producing the specified documents, the Producing Party must affix the  
5 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
6 portion or portions of the material on a page qualifies for protection, the Producing  
7 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
8 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 the  
11 deposition all protected testimony.

12 (c) for information produced in some form other than documentary and for  
13 any other tangible items, that the Producing Party affix in a prominent place on the  
14 exterior of the container or containers in which the information is stored the legend  
15 "CONFIDENTIAL." If only a portion or portions of the information warrants  
16 protection, the Producing Party, to the extent practicable, shall identify the protected  
17 portion(s). Any such designation should not obscure the text or image on the item  
18 being produced.

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items does not, standing alone, waive  
21 the Designating Party's right to secure protection under this Order for such material.  
22 Upon timely correction of a designation, the Receiving Party must make reasonable  
23 efforts to assure that the material is treated in accordance with the provisions of this  
24 Order.

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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7       6.3 The burden of persuasion in any such challenge proceeding shall be on the  
8 Designating Party. Frivolous challenges, and those made for an improper purpose  
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
11 or withdrawn the confidentiality designation, all parties shall continue to afford the  
12 material in question the level of protection to which it is entitled under the  
13 Producing Party's designation until the Court rules on the challenge.

14  
15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action has been terminated, a  
21 Receiving Party must comply with the provisions of section 13 below (FINAL  
22 DISPOSITION).

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

26       7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
27 ordered by the court or permitted in writing by the Designating Party, a Receiving  
28 Party may disclose any information or item designated "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
3 disclose the information for this Action;

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

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

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional  
12 Vendors to whom disclosure is reasonably necessary for this Action and who have  
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
18 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
19 will not be permitted to keep any confidential information unless they sign the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
21 agreed by the Designating Party or ordered by the court. Pages of transcribed  
22 deposition testimony or exhibits to depositions that reveal Protected Material may  
23 be separately bound by the court reporter and may not be disclosed to anyone except  
24 as permitted under this Stipulated Protective Order; and

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

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 "CONFIDENTIAL," that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the subpoena  
10 or order is subject to this Protective Order. Such notification shall include a copy of  
11 this Stipulated Protective Order; and

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

14 If the Designating Party timely seeks a protective order, the Party served with the  
15 subpoena or court order shall not produce any information designated in this action  
16 as "CONFIDENTIAL" before a determination by the court from which the  
17 subpoena or order issued, unless the Party has obtained the Designating Party's  
18 permission. The Designating Party shall bear the burden and expense of seeking  
19 protection in that court of its confidential material and nothing in these provisions  
20 should be construed as authorizing or encouraging a Receiving Party in this Action  
21 to disobey a lawful directive from another court.

22  
23 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
24 PRODUCED IN THIS LITIGATION

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

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

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

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

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

15 (c) If the Non-Party fails to seek a protective order from this court within 14  
16 days of receiving the notice and accompanying information, the Receiving Party  
17 may produce the Non-Party's confidential information responsive to the discovery  
18 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
19 not produce any information in its possession or control that is subject to the  
20 confidentiality agreement with the Non-Party before a determination by the court.  
21 Absent a court order to the contrary, the Non-Party shall bear the burden and  
22 expense of seeking protection in this court of its Protected Material.

23

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
2 persons to whom unauthorized disclosures were made of all the terms of this Order,  
3 and (d) request such person or persons to execute the "Acknowledgment and  
4 Agreement to Be Bound" that is attached hereto as Exhibit A.

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6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
7 PROTECTED MATERIAL

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

18  
19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in this  
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any  
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material may

1 only be filed under seal pursuant to a court order authorizing the sealing of the  
2 specific Protected Material at issue. If a Party's request to file Protected Material  
3 under seal is denied by the court, then the Receiving Party may file the information  
4 in the public record unless otherwise instructed by the court.  
5

6 13. FINAL DISPOSITION

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

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
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 Stipulated Protective Order that  
7 was issued by the United States District Court for the Central District of California  
8 on [date] in the case of Zeeshan Khan, et al. v. City of Los Angeles, et al., Central  
9 District of California Case No. 2:21-cv-3289 CAS (MARx). I agree to comply with  
10 and to be bound by all the terms of this Stipulated Protective Order and I understand  
11 and acknowledge that failure to so comply could expose me to sanctions and  
12 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
13 any manner any information or item that is subject to this Stipulated Protective  
14 Order to any person or entity except in strict compliance with the provisions of this  
15 Order.

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

24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

27 Printed name: \_\_\_\_\_

28 Signature: \_\_\_\_\_

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