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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DEVIN SEJAS, an individual,
Plaintiff,
vs.

Case No. 2:21-cv-07553-DSF-GJS
STIPULATED PROTECTIVE
ORDER¹

COUNTY OF LOS ANGELES; LOS
ANGELES SHERIFF'S
DEPARTMENT; SHERIFF ALEX
VILLANUEVA; CITY OF
COMPTON; and DOES 1 to 100,
Inclusive
Defendants.

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Gail J. Standish's Procedures.

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

6 B. GOOD CAUSE STATEMENT

7 Unlike the parties in *Oliner v. Kontrabecki*, who sought to seal the entire
8 record including motions and the court's opinion, in this case the parties seek
9 only to protect discovery materials and information that will involve the
10 production of confidential records. *Oliner v. Kontrabecki*, 745 F.3d 1024, 1026
11 (9th Cir. 2014). The nature of the incident that gives rise to Plaintiff's suit and
12 Plaintiff's claims and allegations that Defendants violated his civil rights based on
13 Defendants' policies and procedures, will result in discovery production that
14 includes: criminal investigation materials; police reports; confidential informant
15 information; medical records; financial materials; peace officer personnel
16 materials; information implicating the privacy rights of third parties (i.e.,
17 bystander witnesses, emergency personnel information); and other private and
18 confidential materials for which require special protection from public disclosure.

19 The harms that could occur because of public disclosure include but are not
20 limited to: the risk to the personal safety of individuals identified in the
21 investigation materials; the improper use of demographic information collected
22 during the investigation that could lead to substantial financial harm; and the
23 potential violation of the Government privilege, resulting in future hesitancy by
24 private citizens to aid law enforcement in investigations because of the risk of
25 public disclosure of their information. *See Roviario v. United States*, 353 U.S.
26 623, 627 (1957) (the Government privilege encourages citizens to communicate
27 their knowledge of the commission of crimes to law-enforcement officials by
28 preserving their anonymity).

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

11 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
12 SEAL

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

18 There is a strong presumption that the public has a right of access to
19 judicial proceedings and records in civil cases. In connection with non-
20 dispositive motions, good cause must be shown to support a filing under seal. *See*
21 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),
22 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*
23 *Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
24 stipulated protective orders require good cause showing), and a specific showing
25 of good cause or compelling reasons with proper evidentiary support and legal
26 justification, must be made with respect to Protected Material that a party seeks to
27 file under seal. The parties' mere designation of Disclosure or Discovery
28 Material as CONFIDENTIAL does not—without the submission of competent

1 evidence by declaration, establishing that the material sought to be filed under
2 seal qualifies as confidential, privileged, or otherwise protectable—constitute
3 good cause.

4 Further, if a party requests sealing related to a dispositive motion or trial,
5 then compelling reasons, not only good cause, for the sealing must be shown, and
6 the relief sought shall be narrowly tailored to serve the specific interest to be
7 protected. *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir.
8 2010). For each item or type of information, document, or thing sought to be
9 filed or introduced under seal in connection with a dispositive motion or trial, the
10 party seeking protection must articulate compelling reasons, supported by specific
11 facts and legal justification, for the requested sealing order. Again, competent
12 evidence supporting the application to file documents under seal must be
13 provided by declaration.

14 Any document that is not confidential, privileged, or otherwise protectable
15 in its entirety will not be filed under seal if the confidential portions can be
16 redacted. If documents can be redacted, then a redacted version for public
17 viewing, omitting only the confidential, privileged, or otherwise protectable
18 portions of the document, shall be filed. Any application that seeks to file
19 documents under seal in their entirety should include an explanation of why
20 redaction is not feasible.

21 2. DEFINITIONS

22 2.1 Action: *Devin Sejas v. County of Los Angeles, et al.*, Case No. 2:21-
23 cv-07553-DSF-GJS.

24 2.2 Challenging Party: a Party or Non-Party that challenges the
25 designation of information or items under this Order.

26 2.3 “CONFIDENTIAL” Information or Items: information (regardless
27 of how it is generated, stored or maintained) or tangible things that qualify for
28 protection under Federal Rule of Civil Procedure 26(c), and as specified above in

1 the Good Cause Statement.

2 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
3 their support staff).

4 2.5 Designating Party: a Party or Non-Party that designates information
5 or items that it produces in disclosures or in responses to discovery as
6 “CONFIDENTIAL.”

7 2.6 Disclosure or Discovery Material: all items or information,
8 regardless of the medium or manner in which it is generated, stored, or
9 maintained (including, among other things, testimony, transcripts, and tangible
10 things), that are produced or generated in disclosures or responses to discovery in
11 this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a
13 matter pertinent to the litigation who has been retained by a Party or its counsel to
14 serve as an expert witness or as a consultant in this Action.

15 2.8 House Counsel: attorneys who are employees of a party to this
16 Action. House Counsel does not include Outside Counsel of Record or any other
17 outside counsel.

18 2.9 Non-Party: any natural person, partnership, corporation, association
19 or other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: attorneys who are not employees of a
21 party to this Action but are retained to represent or advise a party to this Action
22 and have appeared in this Action on behalf of that party or are affiliated with a
23 law firm that has appeared on behalf of that party, and includes support staff.

24 2.11 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and
26 their support staffs).

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 2.13 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits
3 or demonstrations, and organizing, storing, or retrieving data in any form or
4 medium) and their employees and subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 3. SCOPE

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

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

17 4. DURATION

18 FINAL DISPOSITION of the action is defined as the conclusion of any
19 appellate proceedings, or, if no appeal is taken, when the time for filing of an
20 appeal has run. Except as set forth below, the terms of this protective order apply
21 through FINAL DISPOSITION of the action. The parties may stipulate that the
22 they will be contractually bound by the terms of this agreement beyond FINAL
23 DISPOSITION, but will have to file a separate action for enforcement of the
24 agreement once all proceedings in this case are complete.

25 Once a case proceeds to trial, information that was designated as
26 CONFIDENTIAL or maintained pursuant to this protective order used or
27 introduced as an exhibit at trial becomes public and will be presumptively
28 available to all members of the public, including the press, unless compelling

1 reasons supported by specific factual findings to proceed otherwise are made to
2 the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81
3 (distinguishing “good cause” showing for sealing documents produced in
4 discovery from “compelling reasons” standard when merits-related documents are
5 part of court record). Accordingly, for such materials, the terms of this protective
6 order do not extend beyond the commencement of the trial.

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for
9 Protection. Each Party or Non-Party that designates information or items for
10 protection under this Order must take care to limit any such designation to
11 specific material that qualifies under the appropriate standards. The Designating
12 Party must designate for protection only those parts of material, documents, items
13 or oral or written communications that qualify so that other portions of the
14 material, documents, items or communications for which protection is not
15 warranted are not swept unjustifiably within the ambit of this Order.

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

21 If it comes to a Designating Party’s attention that information or items that
22 it designated for protection do not qualify for protection, that Designating Party
23 must promptly notify all other Parties that it is withdrawing the inapplicable
24 designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided
26 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
27 stipulated or ordered, Disclosure or Discovery Material that qualifies for
28 protection under this Order must be clearly so designated before the material is

1 disclosed or produced.

2 Designation in conformity with this Order requires:

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

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

22 (b) for testimony given in depositions that the Designating Party
23 identifies the Disclosure or Discovery Material on the record, before the close of
24 the deposition all protected testimony.

25 (c) for information produced in some form other than documentary and
26 for any other tangible items, that the Producing Party affix in a prominent place
27 on the exterior of the container or containers in which the information is stored
28 the legend “CONFIDENTIAL.” If only a portion or portions of the information

1 warrants protection, the Producing Party, to the extent practicable, shall identify
2 the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party's right to secure protection under this Order for such
6 material. Upon timely correction of a designation, the Receiving Party must
7 make reasonable efforts to assure that the material is treated in accordance with
8 the provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time that is consistent with the Court's
12 Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
14 resolution process under Local Rule 37.1 et seq.

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

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that
25 is disclosed or produced by another Party or by a Non-Party in connection with
26 this Action only for prosecuting, defending or attempting to settle this Action.
27 Such Protected Material may be disclosed only to the categories of persons and
28 under the conditions described in this Order. When the Action has been

1 terminated, a Receiving Party must comply with the provisions of section 13
2 below (FINAL DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

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

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

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

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who
22 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

25 (h) during their depositions, witnesses, and attorneys for witnesses, in
26 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
27 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
28 they will not be permitted to keep any confidential information unless they sign

1 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
2 otherwise agreed by the Designating Party or ordered by the court. Pages of
3 transcribed deposition testimony or exhibits to depositions that reveal Protected
4 Material may be separately bound by the court reporter and may not be disclosed
5 to anyone except as permitted under this 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 discussions.

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

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

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

15 (b) promptly notify in writing the party who caused the subpoena or
16 order to issue in the other litigation that some or all of the material covered by the
17 subpoena or order is subject to this Protective Order. Such notification shall
18 include a copy of 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 If the Designating Party timely seeks a protective order, the Party served
22 with the subpoena or court order shall not produce any information designated in
23 this action as “CONFIDENTIAL” before a determination by the court from which
24 the subpoena or order issued, unless the Party has obtained the Designating
25 Party’s permission. The Designating Party shall bear the burden and expense of
26 seeking protection in that court of its confidential material and nothing in these
27 provisions should be construed as authorizing or encouraging a Receiving Party
28 in this Action to disobey a lawful directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
5 information produced by Non-Parties in connection with this litigation is
6 protected by the remedies and relief provided by this Order. Nothing in these
7 provisions should be construed as prohibiting a Non-Party from seeking
8 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
18 reasonably 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
22 within 14 days of receiving the notice and accompanying information, the
23 Receiving Party may produce the Non-Party’s confidential information
24 responsive to the discovery request. If the Non-Party timely seeks a protective
25 order, the Receiving Party shall not produce any information in its possession or
26 control that is subject to the confidentiality agreement with the Non-Party before
27 a determination by the court. Absent a court order to the contrary, the Non-Party
28 shall bear the burden and expense of seeking protection in this court of its

1 Protected Material.

2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of
26 any person to seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order, no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in
2 this Stipulated Protective Order. Similarly, no Party waives any right to object on
3 any ground to use in evidence of any of the material covered by this Protective
4 Order.

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

11 13. FINAL DISPOSITION

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

1 Material remain subject to this Protective Order as set forth in Section 4
2 (DURATION).

3 14. VIOLATION

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

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7
8 DATED: February 9, 2022

9
10 /s/ Stephen A. King

11 Stephen A. King
12 KINGS JUSTICE LAW, APC
13 Attorneys for Plaintiff

14 DATED: February 9, 2022

15
16 /s/ Oscar A. Bustos

17 Oscar A. Bustos²
18 LAWRENCE BEACH ALLEN & CHOI, PC
19 Attorneys for Defendant

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21
22 DATED: February 9, 2022

23
24 
25 HON. GAIL J. STANDISH
26 United States Magistrate Judge

27 ² I, Oscar A. Bustos, hereby attest that all the signatories listed, and on whose
28 behalf the filing is submitted, concur in the content of this Stipulation and have
authorized its filing.

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
8 California on [date] in the case of *Devin Sejas v. County of Los Angeles, et al.*,
9 Case No. 2:21-cv-07553-DSF-GJS. I agree to comply with and to be bound by
10 all the terms of this Stipulated Protective Order and I understand and
11 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
13 in 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
15 this Order. I further agree to submit to the jurisdiction of the United States
16 District Court for the Central District of California for enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____
19 [print or type full name] of _____
20 [print or type full address and telephone number] as my California agent for
21 service of process in connection with this action or any proceedings related to
22 enforcement of this Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____