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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

BLUPRINT CLOTHING CORP, a
California corporation,

Plaintiff,

vs.

CITY CHIC COLLECTIVE USA
INCORPORATED, a Delaware
corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. **22-cv-03265-JFW-MAA**

[Assigned to the Honorable John F.
Walter]

~~(PROPOSED)~~ **STIPULATED
PROTECTIVE ORDER**

**[Discovery Matter: Referred To
Magistrate Judge Maria A. Audero]**

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

1 treatment under the applicable legal principles. The parties further acknowledge, as
2 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
3 them to file confidential information under seal; Local Rule 79-5 sets forth the
4 procedures that must be followed and the standards that will be applied when a
5 party seeks permission from the Court to file material under seal.

6
7 **2. GOOD CAUSE STATEMENT**

8 This action is likely to involve trade secrets, customer and pricing lists and
9 other valuable research, development, commercial, financial, technical and/or
10 proprietary information for which special protection from public disclosure and
11 from use for any purpose other than prosecution of this action is warranted. Such
12 confidential and proprietary materials and information consist of, among other
13 things, confidential business or financial information, information regarding
14 confidential business practices, or other confidential research, development, or
15 commercial information (including information implicating privacy rights of third
16 parties), information otherwise generally unavailable to the public, or which may be
17 privileged or otherwise protected from disclosure under state or federal statutes,
18 court rules, case decisions, or common law. Further, certain information should be
19 designated as “Highly Confidential – Attorneys’ Eyes Only” because it might be of
20 value to a competitor or potential customer of the party or non-party holding the
21 proprietary rights thereto, and therefore must be protected from disclosure, even to
22 the other party, but not to their outside counsel. Accordingly, to expedite the flow
23 of information, to facilitate the prompt resolution of disputes over confidentiality of
24 discovery materials, to adequately protect information the parties are entitled to
25 keep confidential, to ensure that the parties are permitted reasonable necessary uses
26 of such material in preparation for and in the conduct of trial, to address their
27 handling at the end of the litigation, and to serve the ends of justice, a protective
28 order for such information is justified in this matter. It is the intent of the parties

1 that information will not be designated as confidential for tactical reasons and that
2 nothing be so designated without a good faith belief that it has been maintained in a
3 confidential, non-public manner, and there is good cause why it should not be part
4 of the public record of this case.

5
6 **3. DEFINITIONS**

7 3.1. Action: This pending federal lawsuit.

8 3.2. Challenging Party: A Party or Nonparty that challenges the
9 designation of information or items under this Stipulated Protective
10 Order.

11 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
12 how it is generated, stored or maintained) or tangible things that
13 qualify for protection under Federal Rule of Civil Procedure 26(c), and
14 as specified above in the Good Cause Statement.

15 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well
16 as their support staff).

17 3.5. Designating Party: A Party or Nonparty that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL.”

20 3.6. Disclosure or Discovery Material: All items or information, regardless
21 of the medium or manner in which it is generated, stored, or
22 maintained (including, among other things, testimony, transcripts, and
23 tangible things), that is produced or generated in disclosures or
24 responses to discovery in this matter.

25 3.7. Expert: A person with specialized knowledge or experience in a
26 matter pertinent to the litigation who has been retained by a Party or its
27 counsel to serve as an expert witness or as a consultant in this Action.
28

- 1 3.8. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
2 Information or Items: Information (regardless of how it is generated,
3 stored or maintained) that might be of value to a competitor or potential
4 customer of the party or non-party holding the proprietary rights thereto.
- 5 3.9. In-House Counsel: Attorneys who are employees of a party to this
6 Action. In-House Counsel does not include Outside Counsel of
7 Record or any other outside counsel.
- 8 3.10. Nonparty: Any natural person, partnership, corporation, association,
9 or other legal entity not named as a Party to this action.
- 10 3.11. Outside Counsel of Record: Attorneys who are not employees of a
11 party to this Action but are retained to represent or advise a party to
12 this Action and have appeared in this Action on behalf of that party or
13 are affiliated with a law firm which has appeared on behalf of that
14 party, and includes support staff.
- 15 3.12. Party: Any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, In-House Counsel, and
17 Outside Counsel of Record (and their support staffs).
- 18 3.13. Producing Party: A Party or Nonparty that produces Disclosure or
19 Discovery Material in this Action.
- 20 3.14. Professional Vendors: Persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating,
22 preparing exhibits or demonstrations, and organizing, storing, or
23 retrieving data in any form or medium) and their employees and
24 subcontractors.
- 25 3.15. Protected Material: Any Disclosure or Discovery Material that is
26 designated as “CONFIDENTIAL.”
- 27 3.16. Receiving Party: A Party that receives Disclosure or Discovery
28 Material from a Producing Party.

1 **4. SCOPE**

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

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

10
11 **5. DURATION**

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

20
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
24 protection under this Stipulated Protective Order must take care to
25 limit any such designation to specific material that qualifies under the
26 appropriate standards. The Designating Party must designate for
27 protection only those parts of material, documents, items, or oral or
28 written communications that qualify so that other portions of the

1 material, documents, items, or communications for which protection is
2 not warranted are not swept unjustifiably within the ambit of this
3 Stipulated Protective Order.

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

10 6.2. Manner and Timing of Designations.

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

16 Designation in conformity with this Stipulated Protective Order
17 requires the following:

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

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

- 19 (b) For testimony given in depositions, that the Designating Party
20 identify the Disclosure or Discovery Material on the record,
21 before the close of the deposition, all protected testimony.
- 22 (c) For information produced in nondocumentary form, and for any
23 other tangible items, that the Producing Party affix in a
24 prominent place on the exterior of the container or containers in
25 which the information is stored the legend “CONFIDENTIAL”
26 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY.” If only a portion or portions of the information
28 warrants protection, the Producing Party, to the extent
practicable, shall identify the protected portion(s).

1 6.3. Inadvertent Failure to Designate.

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

9
10 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 7.1. Timing of Challenges.

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

15 7.2. Meet and Confer.

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

20 7.3. Burden of Persuasion.

21 The burden of persuasion in any such challenge proceeding shall
22 be on the Designating Party. Frivolous challenges, and those made for
23 an improper purpose (e.g., to harass or impose unnecessary expenses
24 and burdens on other parties) may expose the Challenging Party to
25 sanctions. Unless the Designating Party has waived or withdrawn the
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28 ¹ Judge Audero’s Procedures are available at
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 confidentiality designation, all parties shall continue to afford the
2 material in question the level of protection to which it is entitled under
3 the Producing Party’s designation until the Court rules on the
4 challenge.

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

6 8.1. Basic Principles.

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

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

19 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

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

- 23 (a) The Receiving Party’s Outside Counsel of Record, as well as
24 employees of said Outside Counsel of Record to whom it is
25 reasonably necessary to disclose the information for this Action;
- 26 (b) The officers, directors, and employees (including In-House
27 Counsel) of the Receiving Party to whom disclosure is
28 reasonably necessary for this Action;

- 1 (c) Experts of the Receiving Party to whom disclosure is reasonably
2 necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
4 (d) The Court and its personnel;
5 (e) Court reporters and their staff;
6 (f) Professional jury or trial consultants, mock jurors, and
7 Professional Vendors to whom disclosure is reasonably
8 necessary or this Action and who have signed the
9 “Acknowledgment and Agreement to be Bound” (Exhibit A);
10 (g) The author or recipient of a document containing the
11 information or a custodian or other person who otherwise
12 possessed or knew the information;
13 (h) During their depositions, witnesses, and attorneys for witnesses,
14 in the Action to whom disclosure is reasonably necessary
15 provided: (i) the deposing party requests that the witness sign
16 the “Acknowledgment and Agreement to Be Bound” (Exhibit
17 A); and (ii) the witness will not be permitted to keep any
18 confidential information unless they sign the “Acknowledgment
19 and Agreement to Be Bound,” unless otherwise agreed by the
20 Designating Party or ordered by the Court. Pages of transcribed
21 deposition testimony or exhibits to depositions that reveal
22 Protected Material may be separately bound by the court
23 reporter and may not be disclosed to anyone except as permitted
24 under this Stipulated Protective Order; and
25 (i) Any mediator or settlement officer, and their supporting
26 personnel, mutually agreed upon by any of the parties engaged
27 in settlement discussions.

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1 8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” Information or Items.

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

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

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

- 6 (h) Any mediator or settlement officer, and their supporting
7 personnel, mutually agreed upon by any of the parties engaged
8 in settlement discussions.
9

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

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

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

26 If the Designating Party timely seeks a protective order, the Party served with
27 the subpoena or court order shall not produce any information designated in this
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1 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY” before a determination by the Court from which the subpoena or
3 order issued, unless the Party has obtained the Designating Party’s permission. The
4 Designating Party shall bear the burden and expense of seeking protection in that
5 court of its confidential material and nothing in these provisions should be
6 construed as authorizing or encouraging a Receiving Party in this Action to
7 disobey a lawful directive from another court.

8
9 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
10 **PRODUCED IN THIS LITIGATION**

11 10.1. Application.

12 The terms of this Stipulated Protective Order are applicable to
13 information produced by a Nonparty in this Action and designated as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
15 ATTORNEYS’ EYES ONLY.” Such information produced by
16 Nonparties in connection with this litigation is protected by the
17 remedies and relief provided by this Stipulated Protective Order.
18 Nothing in these provisions should be construed as prohibiting a
19 Nonparty from seeking additional protections.

20 10.2. Notification.

21 In the event that a Party is required, by a valid discovery
22 request, to produce a Nonparty’s confidential information in its
23 possession, and the Party is subject to an agreement with the Nonparty
24 not to produce the Nonparty’s confidential information, then the Party
25 shall:

- 26 (a) Promptly notify in writing the Requesting Party and the Nonparty
27 that some or all of the information requested is subject to a
28 confidentiality agreement with a Nonparty;

1 (b) Promptly provide the Nonparty with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery
3 request(s), and a reasonably specific description of the
4 information requested; and

5 (c) Make the information requested available for inspection by the
6 Nonparty, if requested.

7 10.3. Conditions of Production.

8 If the Nonparty fails to seek a protective order from this Court
9 within fourteen (14) days after receiving the notice and accompanying
10 information, the Receiving Party may produce the Nonparty's
11 confidential information responsive to the discovery request. If the
12 Nonparty timely seeks a protective order, the Receiving Party shall not
13 produce any information in its possession or control that is subject to
14 the confidentiality agreement with the Nonparty before a determination
15 by the Court. Absent a court order to the contrary, the Nonparty shall
16 bear the burden and expense of seeking protection in this Court of its
17 Protected Material.
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19 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party immediately must (1) notify in
23 writing the Designating Party of the unauthorized disclosures, (2) use its best
24 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the
25 person or persons to whom unauthorized disclosures were made of all the terms of
26 this Stipulated Protective Order, and (4) request such person or persons to execute
27 the "Acknowledgment and Agreement to be Bound" (Exhibit A).

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1 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

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

13
14 **13. MISCELLANEOUS**

15 13.1. Right to Further Relief.

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

18 13.2. Right to Assert Other Objections.

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

25 13.3. Filing Protected Material.

26 A Party that seeks to file under seal any Protected Material must
27 comply with Local Rule 79-5. Protected Material may only be filed
28 under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party's request to file
2 Protected Material under seal is denied by the Court, then the
3 Receiving Party may file the information in the public record unless
4 otherwise instructed by the Court.

5
6 **14. FINAL DISPOSITION**

7 After the final disposition of this Action, within sixty (60) days of a written
8 request by the Designating Party, each Receiving Party must return all Protected
9 Material to the Producing Party or destroy such material. As used in this
10 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
14 same person or entity, to the Designating Party) by the 60-day deadline that
15 (1) identifies (by category, where appropriate) all the Protected Material that was
16 returned or destroyed and (2) affirms that the Receiving Party has not retained any
17 copies, abstracts, compilations, summaries or any other format reproducing or
18 capturing any of the Protected Material. Notwithstanding this provision, Counsel is
19 entitled to retain an archival copy of all pleadings; motion papers; trial, deposition,
20 and hearing transcripts; legal memoranda; correspondence; deposition and trial
21 exhibits; expert reports; attorney work product; and consultant and expert work
22 product, even if such materials contain Protected Material. Any such archival
23 copies that contain or constitute Protected Material remain subject to this Stipulated
24 Protective Order as set forth in Section 5.

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26 **15. VIOLATION**

27 Any violation of this Stipulated Order may be punished by any and all
28 appropriate measures including, without limitation, contempt proceedings and/or

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
_____ [address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by the
United States District Court for the Central District of California on _____
[date] in the case of _____
[case name and number]. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order, and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Stipulated Protective
Order.

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

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