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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JESSON CALLOWAY,
JOSEPH GARCIA,
ANTOINETTE SPOLIANSKY,
ERIC LATTIMORE, SPENCER
PASKACH, SAMBIDHAN
KHANIYA, and UPASANA
PANDEY,

Plaintiff(s),

v.

RICHMAN PROPERTY
SERVICES, INC. and DOES 1
through 10,

Defendant(s).

Case No. 2:24-cv-04232-ODW-
SSC

Hon. Stephanie S. Christensen

STIPULATED PROTECTIVE
ORDER¹

DISCOVERY MATTER

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen’s Procedures as of 24 July 2023.

1 **1. INTRODUCTION**

2 1.1 Purposes and Limitations. Discovery in this action may
3 involve production of confidential, proprietary, or private information for
4 which special protection from public disclosure and from use for any
5 purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the court to
7 enter the following Stipulated Protective Order. The parties
8 acknowledge that this Order does not confer blanket protections on all
9 disclosures or responses to discovery and that the protection it affords
10 from public disclosure and use extends only to the limited information or
11 items that are entitled to confidential treatment under the applicable
12 legal principles.

13 1.2 Good Cause Statement.

14 This action is likely to involve trade secrets, customer and pricing
15 lists and other valuable research, development, commercial, financial,
16 technical and proprietary information for which special protection from
17 public disclosure and from use for any purpose other than prosecution of
18 this action is warranted. Such confidential and proprietary materials
19 and information consist of, among other things, confidential business or
20 financial information, information regarding confidential business
21 practices, or other confidential research, development, or commercial
22 information (including information implicating privacy rights of third
23 parties), information otherwise generally unavailable to the public, or
24 which may be privileged or otherwise protected from disclosure under
25 state or federal statutes, court rules, case decisions, or common law.
26 Accordingly, to expedite the flow of information, to facilitate the prompt
27 resolution of disputes over confidentiality of discovery materials, to
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1 adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable
3 necessary uses of such material in preparation for and in the conduct of
4 trial, to address their handling at the end of the litigation, and serve the
5 ends of justice, a protective order for such information is justified in this
6 matter. It is the intent of the parties that information will not be
7 designated as confidential for tactical reasons and that nothing be so
8 designated without a good faith belief that it has been maintained in a
9 confidential, non-public manner, and there is good cause why it should
10 not be part of the public record of this case.

11 1.3 Acknowledgment of Procedure for Filing Under Seal. The
12 parties further acknowledge, as set forth in Section 12.3, below, that this
13 Stipulated Protective Order does not entitle them to file confidential
14 information under seal; Local Rule 79-5 sets forth the procedures that
15 must be followed and the standards that will be applied when a party
16 seeks permission from the court to file material under seal.

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

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

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

24 **2. DEFINITIONS**

25 2.1 Action: *Calloway et al. v. Richman Property Services, Inc.*,
26 C.D. Cal. Case No. 2:24-cv-04232-ODW-SSC and *Completo et al. v.*
27 *Richman Property Services, Inc.*, C.D. Cal. Case No. 2:24-cv-04233-ODW-
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1 SSC. The parties further agree that this Stipulated Protective Order will
2 also apply to additional cases that Plaintiffs' counsel has or will file
3 against Defendant relating to ICRAA.

4 2.2 Challenging Party: a Party or Non-Party that challenges the
5 designation of information or items under this Order.

6 2.3 "CONFIDENTIAL" Information or Items: information
7 (regardless of how it is generated, stored or maintained) or tangible
8 things that qualify for protection under Rule 26(c) of the Federal Rules of
9 Civil Procedure, and as specified above in the Good Cause Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as
11 well as their support staff).

12 2.5 Designating Party: a Party or Non-Party that designates
13 information or items that it produces in disclosures or in responses to
14 discovery as "CONFIDENTIAL."

15 2.6 Disclosure or Discovery Material: all items or information,
16 regardless of the medium or manner in which it is generated, stored, or
17 maintained (including, among other things, testimony, transcripts, and
18 tangible things), that are produced or generated in disclosures or
19 responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in
21 a matter pertinent to the litigation who has been retained by a Party or
22 its counsel to serve as an expert witness or as a consultant in this Action.

23 2.8 Final Disposition: the later of (1) dismissal of all claims and
24 defenses in this Action, with or without prejudice; and (2) final judgment
25 herein after the completion and exhaustion of all appeals, rehearings,
26 remands, trials, or reviews of this Action, including the time limits for
27 filing any motions or applications for extension of time pursuant to
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1 applicable law.

2 2.9 In-House Counsel: attorneys who are employees of a party to
3 this Action. In-House Counsel does not include Outside Counsel of
4 Record or any other outside counsel.

5 2.10 Non-Party: any natural person, partnership, corporation,
6 association, or other legal entity not named as a Party to this action.

7 2.11 Outside Counsel of Record: attorneys who are not employees
8 of a party to this Action but are retained to represent or advise a party to
9 this Action and have appeared in this Action on behalf of that party or
10 are affiliated with a law firm which has appeared on behalf of that party,
11 and includes support staff.

12 2.12 Party: any party to this Action, including all of its officers,
13 directors, employees, consultants, retained experts, and Outside Counsel
14 of Record (and their support staffs).

15 2.13 Producing Party: a Party or Non-Party that produces
16 Disclosure or Discovery Material in this Action.

17 2.14 Professional Vendors: persons or entities that provide
18 litigation- support services (e.g., photocopying, videotaping, translating,
19 preparing exhibits or demonstrations, and organizing, storing, or
20 retrieving data in any form or medium) and their employees and
21 subcontractors.

22 2.15 Protected Material: any Disclosure or Discovery Material that
23 is designated as “CONFIDENTIAL.”

24 2.16 Receiving Party: a Party that receives Disclosure or Discovery
25 Material from a Producing Party.
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1 **3. SCOPE**

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

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

11 3.1 Tenant’s File Exclusion: For the purposes of this Stipulated
12 Protective Order, Plaintiffs represent that all documents contained in
13 each individual Plaintiff Tenant’s file, including the entirety of their
14 rental application, their lease agreement, and any Investigative
15 Consumer Report prepared about each Plaintiff, do not contain
16 CONFIDENTIAL information relating to Plaintiffs. Defendant has
17 expressed concerns that such information may, among other reasons,
18 implicate the privacy rights of parties and third parties, and should be
19 designated as CONFIDENTIAL, but will produce such information
20 without designation pursuant to this representation by Plaintiffs.
21 Notwithstanding this section, the Parties agree that all public filings will
22 comply with Federal Rule of Civil Procedure 5.2.

23 **4. TRIAL AND DURATION**

24 The terms of this Stipulated Protective Order apply through Final
25 Disposition of the Action.

26 Once a case proceeds to trial, information that was designated as
27 CONFIDENTIAL or maintained pursuant to this Stipulated Protective
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1 Order and used or introduced as an exhibit at trial becomes public and
2 will be presumptively available to all members of the public, including
3 the press, unless compelling reasons supported by specific factual
4 findings to proceed otherwise are made to the trial judge in advance of
5 the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good
6 cause” showing for sealing documents produced in discovery from
7 “compelling reasons” standard when merits-related documents are part
8 of court record). Accordingly, for such materials, the terms of this
9 Stipulated Protective Order do not extend beyond the commencement of
10 the trial.

11 Even after Final Disposition of this litigation, the confidentiality
12 obligations imposed by this Stipulated Protective Order shall remain in
13 effect until a Designating Party agrees otherwise in writing or a court
14 order otherwise directs.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for**
17 **Protection.** Each Party or Non-Party that designates information or
18 items for protection under this Order must take care to limit any such
19 designation to specific material that qualifies under the appropriate
20 standards. The Designating Party must designate for protection only
21 those parts of material, documents, items, or oral or written
22 communications that qualify so that other portions of the material,
23 documents, items, or communications for which protection is not
24 warranted are not swept unjustifiably within the ambit of this Order.

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

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

7 5.2 Manner and Timing of Designations. Except as otherwise
8 provided in this Stipulated Protective Order (*see, e.g.*, second paragraph
9 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure
10 or Discovery Material that qualifies for protection under this Stipulated
11 Protective Order must be clearly so designated before the material is
12 disclosed or produced.

13 Designation in conformity with this Stipulated Protective Order
14 requires:

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

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

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

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

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

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

5 6.2 Meet and Confer. The Challenging Party shall initiate the
6 dispute resolution process under Local Rule 37.1 et seq. and with
7 Section 2 of Judge Christensen’s Civil Procedures titled “Brief Pre-
8 Discovery Motion Conference.”²

9 6.3 The burden of persuasion in any such challenge proceeding
10 shall be on the Designating Party. Frivolous challenges, and those
11 made for an improper purpose (e.g., to harass or impose unnecessary
12 expenses and burdens on other parties) may expose the Challenging
13 Party to sanctions. Unless the Designating Party has waived or
14 withdrawn the confidentiality designation, all parties shall continue to
15 afford the material in question the level of protection to which it is
16 entitled under the Producing Party’s designation until the court rules on
17 the challenge.
18

19 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

20 7.1 Basic Principles. A Receiving Party may use Protected
21 Material that is disclosed or produced by another Party or by a Non-
22 Party in connection with this Action only for prosecuting, defending, or
23 attempting to settle this Action. Such Protected Material may be
24 disclosed only to the categories of persons and under the conditions
25 described in this Order. When the Action reaches a Final Disposition, a
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27 ² Judge Christensen’s Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 Receiving Party must comply with the provisions of section 13 below.

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

7 Unless otherwise ordered by the court or permitted in writing by the
8 Designating Party, a Receiving Party may disclose any information or
9 item designated “CONFIDENTIAL” only:

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

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

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

19 (d) to the court and its personnel;

20 (e) to court reporters and their staff;

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

25 (g) to the author or recipient of a document containing the
26 information or a custodian or other person who otherwise possessed or
27 knew the information;
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1 (h) during their depositions, to witnesses, and attorneys for
2 witnesses, in the Action to whom disclosure is reasonably necessary,
3 provided: (1) the deposing party requests that the witness sign the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the
5 witness will not be permitted to keep any confidential information
6 unless they sign the “Acknowledgment and Agreement to Be Bound”
7 (Exhibit A), unless otherwise agreed by the Designating Party or
8 ordered by the court. Pages of transcribed deposition testimony or
9 exhibits to depositions that reveal Protected Material may be separately
10 bound by the court reporter and may not be disclosed to anyone except
11 as permitted under this Stipulated Protective Order; and

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

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in
18 other litigation that compels disclosure of any information or items
19 designated in this Action as “CONFIDENTIAL,” that Party must:
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21 (a) promptly notify in writing the Designating Party. Such
22 notification shall include a copy of the subpoena or court order;

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

28 (c) cooperate with respect to all reasonable procedures sought to

1 be pursued by the Designating Party whose Protected Material may be
2 affected.

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

13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
14 **PRODUCED IN THIS LITIGATION**

15 9.1 Application. The terms of this Stipulated Protective Order
16 are applicable to information produced by a Non-Party in this Action and
17 designated as “CONFIDENTIAL.” Such information produced by Non-
18 Parties in connection with this litigation is protected by the remedies
19 and relief provided by this Order. Nothing in these provisions should be
20 construed as prohibiting a Non-Party from seeking additional
21 protections.
22

23 9.2 Notification. In the event that a Party is required, by a valid
24 discovery request, to produce a Non-Party’s confidential information in
25 its possession, and the Party is subject to an agreement with the Non-
26 Party not to produce the Non-Party’s confidential information, then the
27 Party shall:

- 28 (a) promptly notify in writing the Requesting Party and the

1 Non-Party that some or all of the information requested is subject to a
2 confidentiality agreement with a Non-Party;

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

5 9.3 Conditions of Production. If the Non-Party fails to seek a
6 protective order from this court within 14 days of receiving the notice
7 and accompanying information, the Receiving Party may produce the
8 Non-Party's confidential information responsive to the discovery request.
9 If the Non-Party timely seeks a protective order, the Receiving Party
10 shall not produce any information in its possession or control that is
11 subject to the confidentiality agreement with the Non-Party before a
12 determination by the court. Absent a court order to the contrary, the
13 Non-Party shall bear the burden and expense of seeking protection in
14 this court of its Protected Material.

15 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
16 **MATERIAL**

17 If a Receiving Party learns that, by inadvertence or otherwise, it
18 has disclosed Protected Material to any person or in any circumstance
19 not authorized under this Stipulated Protective Order, the Receiving
20 Party must immediately (a) notify in writing the Designating Party of
21 the unauthorized disclosures, (b) use its best efforts to retrieve all
22 unauthorized copies of the Protected Material, (c) inform the person or
23 persons to whom unauthorized disclosures were made of all the terms of
24 this Order, and (d) request such person or persons to execute the
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A).
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1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
2 **OTHERWISE PROTECTED MATERIAL**

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

15 **12. MISCELLANEOUS**

16 **12.1 Right to Further Relief.** Nothing in this Stipulated
17 Protective Order abridges the right of any person to seek its
18 modification by the court in the future.

19 **12.2 Right to Assert Other Objections.** By stipulating to the entry
20 of this Stipulated Protective Order no Party waives any right it
21 otherwise would have to object to disclosing or producing any
22 information or item on any ground not addressed in this Stipulated
23 Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this
25 Stipulated Protective Order.

26 **12.3 Filing Protected Material.** A Party that seeks to file under
27 seal any Protected Material must comply with Local Rule 79-5.
28

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

6 **13. FINAL DISPOSITION**

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

Any violation of this Stipulated Protective Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

1 my California agent for service of process in connection with this action
2 or any proceedings related to enforcement of this Stipulated Protective
3 Order.

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5 Date: _____

6 City and State where sworn and
7 signed: _____

8 Printed name: _____

9 Signature: _____

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