

1 Peter E. Garrell (SBN 155177)
 2 pgarrell@gckllp.com
 3 Kristina S. Keller (SBN 161946)
 4 kkeller@gckllp.com
 5 GARRELL COHON KENNEDY LLP
 550 S. Hope Street, Suite 460
 Los Angeles, California 90071
 Telephone: (213) 647-0730
 Facsimile: (213) 647-0732

6 Attorneys for Defendants INNOBA HOLDINGS, LLC
 and EVOLUTION BRANDS, INC.

8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**

11 DAVID WALSH, an individual,
 12 Plaintiff,

13 vs.

14 INNOBA HOLDINGS LLC, a Delaware
 15 limited liability company; EVOLUTION
 BRANDS, INC., a Texas corporation; and
 16 DOES 1 through 100, inclusive,
 17 Defendants.

Case No. 2:24-CV-07646-MWF-
 RAO

STIPULATED PROTECTIVE
 ORDER¹

Trial Date: April 7, 2026

19 INNOBA HOLDINGS LLC, a Delaware
 20 limited liability company; EVOLUTION
 BRANDS, INC., a Texas corporation,

21 Cross-Complainants,

22 vs.

23 DAVID WALSH, an individual, and
 24 ROES 1 through 100, inclusive,

25 Cross-Defendants.

27 ¹ This Stipulated Protective Order is substantially based on the model protective order
 28 provided under Magistrate Judge Rozella A. Oliver’s Procedures.

1 **1. A. PURPOSES AND LIMITATIONS**

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

11 **B. GOOD CAUSE STATEMENT**

12 This action is likely to involve intellectual property rights, trade secrets,
13 customer and pricing lists and other valuable research, development, commercial,
14 financial, technical and/or proprietary information for which special protection from
15 public disclosure and from use for any purpose other than prosecution of this action is
16 warranted. Such confidential and proprietary materials and information consist of,
17 among other things, confidential business or financial information, information
18 regarding confidential business practices and operations, or other confidential
19 research, development, or commercial information (including information implicating
20 privacy rights of third parties), information otherwise generally unavailable to the
21 public, or which may be privileged or otherwise protected from disclosure under state
22 or federal statutes, court rules, case decisions, or common law. Accordingly, to
23 expedite the flow of information, to facilitate the prompt resolution of disputes over
24 confidentiality of discovery materials, to adequately protect information the parties are
25 entitled to keep confidential, to ensure that the parties are permitted reasonable
26 necessary uses of such material in preparation for and in the conduct of trial, to
27 address their handling at the end of the litigation, and serve the ends of justice, a
28 protective order for such information is justified in this matter. It is the intent of the

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

5 **C. ACKNOWLEDGMENT OF PROCEDURE FOR**
6 **FILING UNDER SEAL**

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

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

25 Further, if a party requests sealing related to a dispositive motion or trial, then
26 compelling reasons, not only good cause, for the sealing must be shown, and the relief
27 sought shall be narrowly tailored to serve the specific interest to be protected. See
28 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item

1 or type of information, document, or thing sought to be filed or introduced under seal
2 in connection with a dispositive motion or trial, the party seeking protection must
3 articulate compelling reasons, supported by specific facts and legal justification, for
4 the requested sealing order. Again, competent evidence supporting the application to
5 file documents under seal must be provided by declaration.

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

12 **2. DEFINITIONS**

13 2.1 Action: this pending federal lawsuit.

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation
15 of information or items under this Order.

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

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
21 support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

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

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association or
8 other legal entity not named as a Party to this action.

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

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

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

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

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1 **3. SCOPE**

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

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

9 **4. DURATION**

10 Once a case proceeds to trial, information that was designated as
11 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
12 as an exhibit at trial becomes public and will be presumptively available to all
13 members of the public, including the press, unless compelling reasons supported by
14 specific factual findings to proceed otherwise are made to the trial judge in advance of
15 the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing
16 for sealing documents produced in discovery from “compelling reasons” standard
17 when merits-related documents are part of court record). Accordingly, the terms of
18 this protective order do not extend beyond the commencement of the trial except as to
19 information and materials that are not used or introduced as an exhibit at trial.

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

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

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

15 Designation in conformity with this Order requires:

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

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

1 or portions thereof, qualify for protection under this Order. Then, before producing the
2 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to
3 each page that contains Protected Material. If only a portion of the material on a page
4 qualifies for protection, the Producing Party also must clearly identify the protected
5 portion(s) (e.g., by making appropriate markings in the margins).

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

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

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
16 failure to designate qualified information or items does not, standing alone, waive the
17 Designating Party’s right to secure protection under this Order for such material.
18 Upon timely correction of a designation, the Receiving Party must make reasonable
19 efforts to assure that the material is treated in accordance with the provisions of this
20 Order.

21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the Court’s
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
26 resolution process under Local Rule 37.1 et seq.

27 6.3 The burden of persuasion in any such challenge proceeding shall be on
28 the Designating Party. Frivolous challenges, and those made for an improper purpose

1 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
2 expose the Challenging Party to sanctions. Unless the Designating Party has waived
3 or withdrawn the confidentiality designation, all parties shall continue to afford the
4 material in question the level of protection to which it is entitled under the Producing
5 Party’s designation until the Court rules on the challenge.

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

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is
9 disclosed or produced by another Party or by a Non-Party in connection with this
10 Action only for prosecuting, defending or attempting to settle this Action. Such
11 Protected Material may be disclosed only to the categories of persons and under the
12 conditions described in this Order. When the Action has been terminated, a Receiving
13 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

17 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
18 otherwise ordered by the court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
20 only to:

21 (b) the Receiving Party’s Outside Counsel of Record in this Action, as
22 well as employees of said Outside Counsel of Record to whom it is reasonably
23 necessary to disclose the information for this Action;

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

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

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

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**

20 **IN OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other litigation

22 that compels disclosure of any information or items designated in this Action as

23 “CONFIDENTIAL,” that Party must:

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

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

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

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

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

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

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

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

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

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

14 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
16 Protected Material to any person or in any circumstance not authorized under this
17 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
18 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
19 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
20 persons to whom unauthorized disclosures were made of all the terms of this Order,
21 and (d) request such person or persons to execute the "Acknowledgment and
22 Agreement to Be Bound" that is attached hereto as Exhibit A.

23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
24 **PROTECTED MATERIAL**

25 1. When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
3 parties reach a further agreement on the effect of disclosure of a communication or
4 information covered by the attorney-client privilege or work product protection, the
5 parties hereby incorporate their agreement in the stipulated protective order submitted
6 to the court as follows: If a Receiving Party becomes aware that it is in receipt of
7 information or materials which it knows or reasonably should know are privileged or
8 protected, Counsel for the Receiving Party shall immediately take steps to: (i) stop
9 reading such information or materials, (ii) notify Counsel for the producing party of
10 such information or materials, (iii) collect all copies of such information or materials
11 in its possession or control, (iv) return such information or materials to the producing
12 party, and (v) otherwise comport themselves with the applicable provisions of the
13 Rules of Professional Conduct.

14 **12. MISCELLANEOUS**

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order, no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in this
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any
21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
24 only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. If a Party's request to file Protected Material
26 under seal is denied by the court, then the Receiving Party may file the information in
27 the public record unless otherwise instructed by the court.
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1 **13. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this Action, as defined in paragraph
3 4, each Receiving Party must return all Protected Material to the Producing Party or
4 destroy such material. As used in this subdivision, “all Protected Material” includes
5 all copies, abstracts, compilations, summaries, and any other format reproducing or
6 capturing any of the Protected Material. Whether the Protected Material is returned or
7 destroyed, the Receiving Party must submit a written certification to the Producing
8 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
9 deadline that (1) identifies (by category, where appropriate) all the Protected Material
10 that was returned or destroyed and (2) affirms that the Receiving Party has not
11 retained any copies, abstracts, compilations, summaries or any other format
12 reproducing or capturing any of the Protected Material. Notwithstanding this
13 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
14 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
15 deposition and trial exhibits, expert reports, attorney work product, and consultant and
16 expert work product, even if such materials contain Protected Material. Any such
17 archival copies that contain or constitute Protected Material remain subject to this
18 Protective Order as set forth in Section 4 (DURATION).

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1 **14. VIOLATION**

2 Any violation of this Order may be punished by appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.
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5 Dated: March 10, 2025

GARRELL COHON KENNEDY LLP

6
7 By: 

8 _____
9 PETER E. GARRELL
10 KRISTINA S. KELLER
11 Attorneys for Defendants and Counter-
12 Complainants INNOBA HOLDINGS LLC and
13 EVOLUTION BRANDS, INC.

12 Dated: March 10, 2025

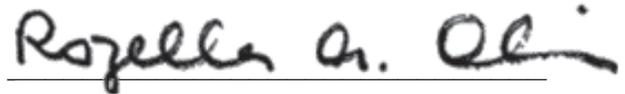
LAW OFFICES OF TIMOTHY HALL
EXCELSIOR LAW

14
15 By: 

16 _____
17 ROGER Y. MUSE
18 JOHN MATHENY
19 Attorneys for Plaintiff and Counter-Defendant
20 DAVID WALSH

19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21 DATED: March 11, 2025



22 HON. ROZELLA A. OLIVER
23 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full 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 *Walsh v. Innoba Holdings, LLC, et al,*
Case No. 2:24-CV-07646-MWF-RAO. 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 Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full 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.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 550 S. Hope St., Suite 460, Los Angeles, CA 90071.

On the date shown below I served the document(s) described as: **STIPULATION PROTECTIVE ORDER** on all interested parties as follows:

SEE ATTACHED SERVICE LIST

(**XX**) BY ELECTRONIC MAIL: I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.

() BY MAIL: By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth above. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing contained in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 10, 2025, at Los Angeles, California.



Aja Matelyan

SERVICE LIST

Attorneys for Plaintiff DAVID WALSH:

Timothy A. Hall, Esq.
Ani Aghajani, Esq.
LAW OFFICES OF TIMOTHY HALL
16200 Ventura Blvd., Suite 208
Encino, California 91436
Telephone: (310) 203-8411
tim@hallandlim.com
ani@hallandlim.com
rose@hallandlim.com

Roger Y. Muse, Esq.
John Matheny, Esq.
EXCELSIOR LAW
9595 Wilshire Blvd., Suite 900
Beverly Hills, California 90212
Telephone: (310) 205-3981
roger@excelsior-law.com
john@excelsior-law.com