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 11 *Arstrat LLC*

12 **UNITED STATES DISTRICT COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**

14 PATRICK HUNTER individually and  
 15 on behalf of all others similarly  
 16 situated,

Case No. 5:14-cv-02232-PSG-SP

**STIPULATED PROTECTIVE  
 ORDER**

17 Plaintiff,

18 v.

19 ARSTRAT; GETIXHEALTH;  
 20 CHASWARE GROUP  
 21 HOLDINGS,LLC; and DOES  
 22 1through 20, inclusive,

23 Defendants.

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

25 Discovery in this action is likely to involve production of confidential,  
 26 proprietary, or private information for which special protection from public  
 27 disclosure and from use for any purpose other than prosecuting this litigation may  
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1 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
2 enter the following Stipulated Protective Order. The parties acknowledge that this  
3 Order does not confer blanket protections on all disclosures or responses to  
4 discovery and that the protection it affords from public disclosure and use extends  
5 only to the limited information or items that are entitled to confidential treatment  
6 under the applicable legal principles. The parties further acknowledge, as set forth  
7 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
8 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
9 procedures that must be followed and the standards that will be applied when a  
10 party seeks permission from the court to file material under seal.  
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15 **B. GOOD CAUSE STATEMENT**

16 Defendant Arstrat, LLC (“Arstrat”) is a debt collection agency and its  
17 collection policies and procedures help Arstrat compete in the collection industry.  
18 Plaintiff is seeking disclosure of those confidential policies and procedures in this  
19 lawsuit. Arstrat seeks to maintain their confidentiality given their obvious  
20 relationship to Arstrat’s ability to generate revenue. Arstrat has taken significant  
21 steps to protect its confidential and sensitive business information. Public  
22 disclosure of these policies and procedures would enable Arstrat’s competitors to  
23 employ Defendant’s collection tactics and possibly eliminate any practical  
24 competitive advantage.  
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1 Information relating to the accounts of Plaintiff, putative class members, and  
2 other third parties in this litigation may be subject to prohibitions against  
3 disclosure, including HIPAA and the CMIA, absent a Court Order. The collection  
4 accounts also contain confidential and sensitive financial information of putative  
5 class members and other third parties. Therefore, this action involves trade  
6 secrets, confidential policies and procedures, and other valuable research,  
7 development, commercial, financial, technical and/or proprietary information for  
8 which special protection from public disclosure and from use for any purpose  
9 other than prosecution of this action is warranted. Such confidential and  
10 proprietary materials and information consist of, among other things, confidential  
11 business or financial information, information regarding confidential business  
12 practices, and may also consist of other confidential research, development, or  
13 commercial information (including information implicating privacy rights of third  
14 parties), information otherwise generally unavailable to the public, or which may  
15 be privileged or otherwise protected from disclosure under state or federal  
16 statutes, court rules, case decisions, or common law.  
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23 Accordingly, to expedite the flow of information, to facilitate the prompt  
24 resolution of disputes over confidentiality of discovery materials, to adequately  
25 protect information the parties are entitled to keep confidential, to ensure that the  
26 parties are permitted reasonable necessary uses of such material in preparation for  
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1 and in the conduct of trial, to address their handling at the end of the litigation,  
2 and serve the ends of justice, a protective order for such information is justified in  
3 this matter. It is the intent of the parties that information will not be designated as  
4 confidential for tactical reasons and that nothing be so designated without a good  
5 faith belief that it has been maintained in a confidential, non-public manner, and  
6 there is good cause why it should not be part of the public record of this case.  
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9 **2. DEFINITIONS**

10 2.1 Action: this pending federal law suit.

11  
12 2.2 Challenging Party: a Party or Non-Party that challenges the  
13 designation of information or items under this Order.  
14

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
16 how it is generated, stored or maintained) or tangible things that qualify for  
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
18 the Good Cause Statement.  
19

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).  
22

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”  
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1           2.6 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained  
3 (including, among other things, testimony, transcripts, and tangible things), that  
4 are produced or generated in disclosures or responses to discovery in this matter.  
5

6           2.7 Expert: a person with specialized knowledge or experience in a matter  
7 pertinent to the litigation who has been retained by a Party or its counsel to serve  
8 as an expert witness or as a consultant in this Action.  
9

10           2.8 House Counsel: attorneys who are employees of a party to this Action.  
11 House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.  
13

14           2.9 Non-Party: any natural person, partnership, corporation, association,  
15 or other legal entity not named as a Party to this action.  
16

17           2.10 Outside Counsel of Record: attorneys who are not employees of a  
18 party to this Action but are retained to represent or advise a party to this Action  
19 and have appeared in this Action on behalf of that party or are affiliated with a law  
20 firm which has appeared on behalf of that party, and includes support staff.  
21

22           2.11 Party: any party to this Action, including all of its officers, directors,  
23 employees, consultants, retained experts, and Outside Counsel of Record (and  
24 their support staffs).  
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1           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

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

7           2.14 Protected Material: any Disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL.”

9           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
10 Material from a Producing Party.

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15 **3. SCOPE**

16           The protections conferred by this Stipulation and Order cover not only  
17 Protected Material (as defined above), but also (1) any information copied or  
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
19 compilations of Protected Material; and (3) any testimony, conversations, or  
20 presentations by Parties or their Counsel that might reveal Protected Material.  
21

22           Any use of Protected Material at trial shall be governed by the orders of the  
23 trial judge. This Order does not govern the use of Protected Material at trial.  
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1 **4. DURATION**

2 Once a case proceeds to trial, all of the information to be introduced that was  
3 previously designated as confidential or maintained pursuant to this protective  
4 order becomes public and will be presumptively available to all members of the  
5 public, including the press, unless compelling reasons supported by specific  
6 factual findings to proceed otherwise are made to the trial judge in advance of the  
7 trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81  
8 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents  
9 produced in discovery from “compelling reasons” standard when merits-related  
10 documents are part of court record).  
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15 Accordingly, the terms of this protective order do not extend beyond the  
16 commencement of the trial.  
17

18 **5. DESIGNATING PROTECTED MATERIAL**

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber the case development process or to  
6 impose unnecessary expenses and burdens on other parties) may expose the  
7 Designating Party to sanctions.  
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9  
10 If it comes to a Designating Party's attention that information or items that it  
11 designated for protection do not qualify for protection, that Designating Party  
12 must promptly notify all other Parties that it is withdrawing the inapplicable  
13 designation.  
14

15  
16 5.2 Manner and Timing of Designations. Except as otherwise provided in  
17 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
19 protection under this Order must be clearly so designated before the material is  
20 disclosed or produced.  
21

22 Designation in conformity with this Order requires:  
23

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

6 A Party or Non-Party that makes original documents available for inspection  
7 need not designate them for protection until after the inspecting Party has  
8 indicated which documents it would like copied and produced. During the  
9 inspection and before the designation, all of the material made available for  
10 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
11 identified the documents it wants copied and produced, the Producing Party must  
12 determine which documents, or portions thereof, qualify for protection under this  
13 Order. Then, before producing the specified documents, the Producing Party must  
14 affix the “CONFIDENTIAL legend” to each page that contains Protected  
15 Material. If only a portion or portions of the material on a page qualifies for  
16 protection, the Producing Party also must clearly identify the protected portion(s)  
17 (e.g., by making appropriate markings in the margins).  
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23 (b) for testimony given in depositions that the Designating Party identify  
24 the Disclosure or Discovery Material on the record, before the close of the  
25 deposition all protected testimony.  
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1 (c) for information produced in some form other than documentary and  
2 for any other tangible items, that the Producing Party affix in a prominent place on  
3 the exterior of the container or containers in which the information is stored the  
4 legend “CONFIDENTIAL.” If only a portion or portions of the information  
5 warrants protection, the Producing Party, to the extent practicable, shall identify  
6 the protected portion(s).  
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9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
10 failure to designate qualified information or items does not, standing alone, waive  
11 the Designating Party’s right to secure protection under this Order for such  
12 material. Upon timely correction of a designation, the Receiving Party must make  
13 reasonable efforts to assure that the material is treated in accordance with the  
14 provisions of this Order.  
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## 17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time that is consistent with the Court’s  
20 Scheduling Order.  
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23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37.1, et seq.  
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26 6.3 Burden. The burden of persuasion in any such challenge proceeding  
27 shall be on the Designating Party. Frivolous challenges, and those made for an  
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1 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
2 other parties) may expose the Challenging Party to sanctions. Unless the  
3 Designating Party has waived or withdrawn the confidentiality designation, all  
4 parties shall continue to afford the material in question the level of protection to  
5 which it is entitled under the Producing Party's designation until the Court rules  
6 on the challenge.  
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9 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
11 disclosed or produced by another Party or by a Non-Party in connection with this  
12 Action only for prosecuting, defending, or attempting to settle this Action. Such  
13 Protected Material may be disclosed only to the categories of persons and under  
14 the conditions described in this Order. When the Action has been terminated, a  
15 Receiving Party must comply with the provisions of section 13 below (FINAL  
16 DISPOSITION).  
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20 Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.  
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24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
25 otherwise ordered by the court or permitted in writing by the Designating Party, a  
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1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

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

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

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

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

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

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

18 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
20 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
21

1 they will not be permitted to keep any confidential information unless they sign  
2 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
3 otherwise agreed by the Designating Party or ordered by the court. Pages of  
4 transcribed deposition testimony or exhibits to depositions that reveal Protected  
5 Material may be separately bound by the court reporter and may not be disclosed  
6 to anyone except as permitted under this Stipulated Protective Order; and  
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8  
9 (i) any mediator or settlement officer, and their supporting personnel,  
10 mutually agreed upon by any of the parties engaged in settlement discussions.  
11

12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
13 **PRODUCED IN OTHER LITIGATION**  
14

15 If a Party is served with a subpoena or a court order issued in other litigation  
16 that compels disclosure of any information or items designated in this Action as  
17 “CONFIDENTIAL,” that Party must:  
18

19 (a) promptly notify in writing the Designating Party. Such notification  
20 shall include a copy of the subpoena or court order;  
21

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

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

17 (a) The terms of this Order are applicable to information produced by a  
18 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
19 produced by Non-Parties in connection with this litigation is protected by the  
20 remedies and relief provided by this Order. Nothing in these provisions should be  
21 construed as prohibiting a Non-Party from seeking additional protections.  
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25 (b) In the event that a Party is required, by a valid discovery request, to  
26 produce a Non-Party’s confidential information in its possession, and the Party is  
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1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party  
4 that some or all of the information requested is subject to a confidentiality  
5 agreement with a Non-Party;  
6

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

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

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

2                   **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 Exhibit  
11                  A.

12                  **11.    INADVERTENT PRODUCTION OF PRIVILEGED OR**  
13                  **OTHERWISE 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



1 disclosure of a communication or information covered by the attorney-client  
2 privilege or work product protection, the parties may incorporate their agreement  
3 in the stipulated protective order submitted to the court.  
4

5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.  
8

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
10 Protective Order no Party waives any right it otherwise would have to object to  
11 disclosing or producing any information or item on any ground not addressed in  
12 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
13 any ground to use in evidence of any of the material covered by this Protective  
14 Order.  
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17 12.3 Filing Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
19 may only be filed under seal pursuant to a court order authorizing the sealing of  
20 the specific Protected Material at issue. If a Party's request to file Protected  
21 Material under seal is denied by the court, then the Receiving Party may file the  
22 information in the public record unless otherwise instructed by the court.  
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1                   **13.    FINAL DISPOSITION**

2                   After the final disposition of this Action, as defined in paragraph 4, within  
3                   60 days of a written request by the Designating Party, each Receiving Party must  
4                   return all Protected Material to the Producing Party or destroy such material. As  
5                   used in this subdivision, “all Protected Material” includes all copies, abstracts,  
6                   7                   compilations, summaries, and any other format reproducing or capturing any of  
8                   9                   the Protected Material. Whether the Protected Material is returned or destroyed,  
10                  the Receiving Party must submit a written certification to the Producing Party  
11                  12               (and, if not the same person or entity, to the Designating Party) by the 60 day  
13                  14               deadline that (1) identifies (by category, where appropriate) all the Protected  
15                  16               Material that was returned or destroyed and (2) affirms that the Receiving Party  
17                  18               has not retained any copies, abstracts, compilations, summaries or any other  
19                  20               format reproducing or capturing any of the Protected Material. Notwithstanding  
21                  22               this provision, Counsel are entitled to retain an archival copy of all pleadings,  
23                  24               motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
25                  26               correspondence, deposition and trial exhibits, expert reports, attorney work  
27                  28               product, and consultant and expert work product, even if such materials contain  
                    Protected Material. Any such archival copies that contain or constitute Protected  
                    Material remain subject to this Protective Order as set forth in Section 4  
                    (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.  
4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 DATED: March 30, 2015

LAW OFFICES OF TODD M.  
FRIEDMAN, P.C.

8 By: s/ Todd M. Friedman  
9 Todd M. Friedman  
10 Adrian Bacon  
11 Attorneys for Plaintiff  
PATRICK HUNTER

12 DATED: March 30, 2015

CARLSON & MESSER LLP

14 By: s/David J. Kaminski  
15 David J. Kaminski  
16 Stephen A. Watkins  
17 Attorneys for Defendants  
18 ARSTRAT, LLC, PATIENT  
ACCOUNT SERVICING CENTER,  
19 LLC d/b/a GETIXHEALTH and  
20 CHASWARE GROUP  
HOLDINGS,LLC

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23  
24 DATED: April 2, 2015



25 Hon. Sheri Pym  
26 United States Magistrate Judge  
27  
28

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

1  
2 I, \_\_\_\_\_ [print or type full name], of  
3 \_\_\_\_\_ [print or type full address], declare under penalty of  
4 perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
5 issued by the United States District Court for the Central District of California on [date] in the  
6 case of *Patrick Hunter v. Arstrat, et al.*, 14-cv-02232-PSG-SP. I agree to comply with and to  
7 be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge  
8 that failure to so comply could expose me to sanctions and punishment in the nature of  
9 contempt. I solemnly promise that I will not disclose in any manner any information or item  
10 that is subject to this Stipulated Protective Order to any person or entity except in strict  
11 compliance with the provisions of this Order.

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

19 Date: \_\_\_\_\_

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

21 Printed name: \_\_\_\_\_

22 Signature: \_\_\_\_\_  
23  
24  
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