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7 Attorneys for Defendant,
 8 CEC ENTERTAINMENT, INC.

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UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

RICHARD SINOHUI, on behalf of
 himself and all others similarly
 situated,

Plaintiffs,

v.

CEC ENTERTAINMENT, INC., a
 Kansas corporation; and DOES 1
 through 100, inclusive,

Defendants.

Case No. 5:14-cv-02516-JLS (KKx)
 [Assigned to Hon. Josephine L. Staton]

DISCOVERY MATTER

**[PROPOSED] STIPULATED
 PROTECTIVE ORDER**

Date Action Filed: October 10, 2014
 Date of Removal: December 5, 2014

1 The parties represent that this Stipulated Protective Order is identical in all
2 material respects to the exemplar Form Protective Order provided online by Magistrate
3 Judge Kenly Kiya Kato, with the exception of the additional language highlighted in
4 Sections 3, 4, and 6 below.

5 **I. A. PURPOSES AND LIMITATIONS**

6 Discovery in this action is likely to involve production of confidential, proprietary,
7 or private information for which special protection from public disclosure and from use
8 for any purpose other than prosecuting this litigation may be warranted. Accordingly,
9 the parties hereby stipulate to and petition the Court to enter the following Stipulated
10 Protective Order. The parties acknowledge that this Order does not confer blanket
11 protections on all disclosures or responses to discovery and that the protection it affords
12 from public disclosure and use extends only to the limited information or items that are
13 entitled to confidential treatment under the applicable legal principles. The parties
14 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
15 Order does not entitle them to file confidential information under seal; Civil Local Rule
16 79-5 sets forth the procedures that must be followed and the standards that will be
17 applied when a party seeks permission from the court to file material under seal.

18 **B. GOOD CAUSE STATEMENT**

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

12 **II. DEFINITIONS**

13 2.1 Action: The pending lawsuit, *Sinohui v. CEC Entertainment, Inc.*, Case No.
14 5:14-cv-02516-JLS (KKx), originally filed in Los Angeles Superior Court as Case No.
15 MCC1401546.

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
17 information or items under this Order.

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

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

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

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

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

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

9 2.9 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

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

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

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

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

24 2.14 Protected Material: any Disclosure or Discovery Material that is designated
25 as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.
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1 **III. SCOPE**

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

7 While the parties must exercise restraint, a Designating Party has the right to
8 designate as “CONFIDENTIAL” any material that the Designating Party in good faith
9 believes to contain non-public information that is entitled to confidential treatment under
10 applicable law, specifically including, but not limited to, any employee payroll data,
11 employee personnel data and/or contact information, or CEC Entertainment, Inc.’s
12 internal policies, practices, or strategies. Any use of Protected Material at trial shall be
13 governed by the orders of the trial judge. This Order does not govern the use of
14 Protected Material at trial.

15 **IV. DURATION**

16 Once a case proceeds to trial, all of the information to be introduced that was
17 previously designated as confidential or maintained pursuant to this protective order
18 becomes public and will be presumptively available to all members of the public,
19 including the press, unless compelling reasons supported by specific factual findings to
20 proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana v.*
21 *City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing
22 “good cause” showing for sealing documents produced in discovery from “compelling
23 reasons” standard when merits-related documents are part of court record). Accordingly,
24 the terms of this protective order do not extend beyond the commencement of the trial
25 with respect to Protected Material used at trial. With respect to all other Protected
26 Material, however, even after final disposition of this litigation, the confidentiality
27 obligations imposed by this Order shall remain in effect until a Designating Party agrees
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1 otherwise in writing or a court order otherwise directs.

2 **V. DESIGNATING PROTECTED MATERIAL**

3 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
4 Party or Non-Party that designates information or items for protection under this Order
5 must take care to limit any such designation to specific material that qualifies under the
6 appropriate standards. The Designating Party must designate for protection only those
7 parts of material, documents, items, or oral or written communications that qualify so
8 that other portions of the material, documents, items, or communications for which
9 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

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

21 Designation in conformity with this Order requires:

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

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

14 (b) for testimony given in depositions that the Designating Party identify
15 the Disclosure or Discovery Material on the record, before the close of the deposition.

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

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

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court’s Scheduling
4 Order, with the exception of Personal Contact Information, as explained below. Any
5 contact information of CEC Entertainment, Inc.’s current or former employees that CEC
6 Entertainment, Inc. produces at any time during the course of, or in connection with this
7 litigation (“Personal Contact Information”), shall be deemed Confidential, whether or
8 not stamped or marked as confidential. Any Personal Contact Information shall be used
9 by Richard Sinohui and his counsel solely for the purpose of investigating, prosecuting,
10 and/or settlement of this litigation.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37.1 et seq. Any discovery motion must strictly
13 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

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

21 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
23 disclosed or produced by another Party or by a Non-Party in connection with this Action
24 only for prosecuting, defending, or attempting to settle this Action. Such Protected
25 Material may be disclosed only to the categories of persons and under the conditions
26 described in this Order. When the Action has been terminated, a Receiving Party must
27 comply with the provisions of section 13 below (FINAL DISPOSITION).
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1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
5 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
6 may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

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

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

22 (h) during their depositions, witnesses, and attorneys for witnesses, in the
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
24 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not
25 be permitted to keep any confidential information unless they sign the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
27 by the Designating Party or ordered by the court. Pages of transcribed deposition
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1 testimony or exhibits to depositions that reveal Protected Material may be separately
2 bound by the court reporter and may not be disclosed to anyone except as permitted
3 under this Stipulated Protective Order;

4 (i) any mediator or settlement officer, and their supporting personnel,
5 mutually agreed upon by any of the parties engaged in settlement discussions; and

6 (j) any class action administrators and/or their supporting staff, including
7 their use and/or dissemination of such confidential materials to third parties and/or class
8 members if requested to do so by both parties as part of this action.

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

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

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

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

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

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

3 **IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
4 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

22 (c) If the Non-Party fails to seek a protective order from this court within 14
23 days of receiving the notice and accompanying information, the Receiving Party may
24 produce the Non-Party’s confidential information responsive to the discovery request. If
25 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
26 information in its possession or control that is subject to the confidentiality agreement
27 with the Non-Party before a determination by the court. Absent a court order to the
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1 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
2 court of its Protected Material.

3 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

12 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
13 **PROTECTED MATERIAL**

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

23 **XII. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
25 person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Protective Order no Party waives any right it otherwise would have to object to
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1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
6 only be filed under seal pursuant to a court order authorizing the sealing of the specific
7 Protected Material at issue. If a Party's request to file Protected Material under seal is
8 denied by the court, then the Receiving Party may file the information in the public
9 record unless otherwise instructed by the court.

10 **XIII. FINAL DISPOSITION**

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

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

3 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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6 Dated: May 13, 2015

AKIN GUMP STRAUSS HAUER &
FELD LLP
GARY M. MCLAUGHLIN¹
CHRISTOPHER K. PETERSEN
JONATHAN S. CHRISTIE

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9
10 By /s/ Gary M. McLaughlin
Gary M. McLaughlin
Attorneys for Defendant,
CEC ENTERTAINMENT, INC.

11
12 Dated: May 13, 2015

TRUSH LAW OFFICE, APC
JAMES M. TRUSH

13
14
15 By /s/ James M. Trush
James M. Trush
Attorneys for Plaintiff
Richard Sinohui

16
17 Dated: May 13, 2015

PERONA LANGER BECK SERBIN
MENDOZA, APC
TODD H. HARRISON
BRENNAN S. KAHN

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19
20
21 By /s/ Todd H. Harrison
Todd H. Harrison
Attorneys for Plaintiff
Richard Sinohui

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23 **FOR GOOD CAUSE SHOWN, IT IS ORDERED.**

24
25 Dated: May 15, 2015

26 By 
Hon. Kenly Kiya Kato
United States Magistrate Judge

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28 ¹ Pursuant to Local Rule 5-4.3.4(a)(2), the filing party has obtained the
authorization and approval of all signatories listed to file this stipulation.

1
2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty
6 of perjury that I have read in its entirety and understand the Stipulated Protective Order
7 that was issued by the United States District Court for the Central District of California
8 on [date] in the case of *Sinohui v. CEC Entertainment, Inc.*, Case No. 5:14-cv-02516-
9 JLS (KKx). I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
12 that I will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

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

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25
26 Signature: _____
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1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the
4 age of 18 and not a party to the within action; my business address is: 2029 Century
5 Park East, Suite 2400, Los Angeles, California 90067. On May 15, 2015, I served the
6 foregoing document(s) described as:

7 **[PROPOSED] STIPULATED PROTECTIVE ORDER**

8 on the interested party(ies) below, using the following means:

9 **All parties identified for Notice of Electronic Filing
10 generated by the Court's CM/ECF system under the
11 referenced case caption and number**

12 BY ELECTRONIC MAIL OR ELECTRONIC TRANSMISSION. Based on a court order or an agreement of the
13 parties to accept service by e-mail or electronic transmission, I caused the document(s)
14 to be sent to the respective e-mail address(es) of the party(ies) as stated above. I did not
15 receive, within a reasonable time after the transmission, any electronic message or other
16 indication that the transmission was unsuccessful.

17 (FEDERAL) I declare that I am employed in the office of a member of the bar of this
18 court at whose direction the service was made.

19 Executed on May 15, 2015 at Los Angeles, California.

20 Rebecca McNew
21 [Print Name of Person Executing Proof]

22 _____
23 [Signature]