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 7 COLTON and ADAM KOAHOU

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

10  
 11 ROSA MOSES,

12 Plaintiff,

13 v.

14 COLTON POLICE DEPARTMENT,  
 ADAM KOAHOU, an individual, and  
 15 DOES 1 through 10, Inclusive,

16 Defendants.

Case No. 5:21-cv-02064-JWH-KK

**ORDER ON STIPULATION  
 FOR ENTRY OF PROTECTIVE  
 ORDER RE CONFIDENTIAL  
 DOCUMENTS**

**[NOTE CHANGES MADE BY  
 COURT]**

17  
 18 **TO THE HONORABLE COURT:**

19 By and through their counsel of record in this action, plaintiff ROSA MOSES  
 20 (“plaintiff”), and defendants CITY OF COLTON (“City”) and ADAM KOAHOU  
 21 (“Defendants”) – the parties – hereby stipulate for the purpose of jointly requesting  
 22 that the honorable Court enter a protective order re confidential documents in this  
 23 matter [and pursuant to Fed. R. Civ. P. 5.2, 7, and 26, as well as U.S. Dist. Ct., C.D.  
 24 Cal., Local Rules 7-1 and 52-4.1; and any applicable Orders of the Court] – as follows:

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

26 Discovery in this action is likely to involve production of confidential,  
 27 proprietary, or private information for which special protection from public disclosure  
 28 and from use for any purpose other than prosecuting this litigation may be warranted.

1 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
2 following Stipulated Protective Order. The parties acknowledge that this Order does  
3 not confer blanket protections on all disclosures or responses to discovery and that  
4 the protection it affords from public disclosure and use extends only to the limited  
5 information or items that are entitled to confidential treatment under the applicable  
6 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
7 that this Stipulated Protective Order does not entitle them to file confidential  
8 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
9 followed and the standards that will be applied when a party seeks permission from  
10 the court to file material under seal.

11 B. GOOD CAUSE STATEMENT

12 The defendants are peace officers whose personnel records are confidential  
13 under California law. Portions of police personnel records may be disclosed, as well as  
14 documents reflecting policies, functioning, training, schedules, or other operational  
15 details of law enforcement, and these must also be protected from public disclosure in  
16 order to ensure the safety and security of law enforcement and the public. The  
17 personnel records warrant special protection from public disclosure and from use for  
18 any purpose other than prosecution of this action. Such confidential and proprietary  
19 materials and information consist of, among other things, confidential employment and  
20 personnel information relating to a peace officer which is otherwise generally  
21 unavailable to the public, or which may be privileged or otherwise protected from  
22 disclosure under state or federal statutes, court rules, case decisions, or common law.

23 In light of the nature of the claims and allegations in this case and the parties'  
24 representations that discovery in this case will involve the production of confidential  
25 records, and in order to expedite the flow of information, to facilitate the prompt  
26 resolution of disputes over confidentiality of discovery materials, to adequately protect  
27 information the parties are entitled to keep confidential, to ensure that the parties are  
28 permitted reasonable necessary uses of such material in connection with this action, to

1 address their handling of such material at the end of the litigation, and to serve the ends  
2 of justice, a protective order for such information is justified in this matter. The parties  
3 shall not designate any information/documents as confidential without a good faith  
4 belief that such information/documents have been maintained in a confidential, non-  
5 public manner, and that there is good cause or a compelling reason why it should not  
6 be part of the public record of this case.

7 2. DEFINITIONS

8 2.1 Action: The above-captioned federal lawsuit.

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
10 of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
12 how it is generated, stored or maintained) or tangible things that qualify for protection  
13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
14 Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or  
18 items that it produces in disclosures or in responses to discovery as  
19 “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless of  
21 the medium or manner in which it is generated, stored, or maintained (including, among  
22 other things, testimony, transcripts, and tangible things), that are produced or generated  
23 in disclosures, responses to discovery, deposition testimony, document productions,  
24 and exchange of electronically stored information (“ESI”) in the Action.

25 2.7 Expert: a person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
27 expert witness or as a consultant in this Action.

28 2.8 House Counsel: attorneys who are employees of a party to this Action.

1 House Counsel does not include Outside Counsel of Record or any other outside  
2 counsel.

3 2.9 Non-Party: any natural person, partnership, corporation, association, or  
4 other legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
6 to this Action but are retained to represent or advise a Party to this Action and have  
7 appeared in this Action on behalf of that Party or are affiliated with a law firm which  
8 has appeared on behalf of that Party, including support staff.

9 2.11 Party: any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs).

12 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
13 Discovery Material in this Action.

14 2.13 Professional Vendors: persons or entities that provide litigation support  
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
16 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
17 their employees and subcontractors.

18 2.14 Protected Material: any Disclosure or Discovery Material that is  
19 designated as “CONFIDENTIAL.”

20 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
21 from a Producing Party.

22 3. SCOPE

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

28 Any use of Protected Material during a court hearing or at trial shall be governed

1 by the orders of the presiding judge. This Order does not govern the use of Protected  
2 Material during a court hearing or at trial.

3 4. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations  
5 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
6 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
7 the later of (1) dismissal of all claims and defenses in this Action, with or without  
8 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
9 appeals, rehearings, remands, trials, or reviews of this Action, including the time  
10 limits for filing any motions or applications for extension of time pursuant to  
11 applicable law.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

1           5.2 Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

7           (a) for information in documentary form (e.g., paper or electronic documents,  
8 but excluding transcripts of depositions), that the Producing Party affix at a minimum,  
9 the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) to each page  
10 that contains protected material. If only a portion or portions of the material on a page  
11 qualifies for protection, the Producing Party also must clearly identify the protected  
12 portion(s) (e.g., by making appropriate markings in the margins).

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

25           (b) for testimony given in depositions that the Designating Party identifies on  
26 the record, before the close of the deposition as protected testimony.

27           (c) for information produced in some form other than documentary and for any  
28 other tangible items, that the Producing Party affix in a prominent place on the exterior

1 of the container or containers in which the information is stored the legend  
2 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
3 protection, the Producing Party, to the extent practicable, shall identify the protected  
4 portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
6 failure to designate qualified information or items does not, standing alone, waive  
7 the Designating Party’s right to secure protection under this Order for such material.  
8 Upon timely correction of a designation, the Receiving Party must make reasonable  
9 efforts to assure that the material is treated in accordance with the provisions of this  
10 Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
14 Order.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process under Local Rule 37.1 et seq.

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

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
26 disclosed or produced by another Party or by a Non-Party in connection with this  
27 Action only for prosecuting, defending, or attempting to settle this Action. Such  
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the Action has been terminated, a Receiving  
2 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

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

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

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

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

18 (d) the court and its personnel;

19 (e) court reporters and deposition videographers and their staff;

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

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

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
26 Action to whom disclosure is reasonably necessary provided:

27 (1) the deposing party requests that the witness sign the form attached as  
28 Exhibit 1 hereto; and

1 (2) they will not be permitted to keep any confidential information unless  
2 they sign 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 to  
6 anyone except as permitted under this Stipulated Protective Order; and

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

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
10 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  
15 shall include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to  
17 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, including a copy of this Stipulated Protective  
19 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  
23 the subpoena or court order shall not produce any information designated in this action  
24 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
25 or order issued, unless the Party has obtained the Designating Party’s permission, or  
26 unless otherwise required by the law or court order. The Designating Party shall bear  
27 the burden and expense of seeking protection in that court of its confidential material.  
28 Nothing in these provisions should be construed as **authorizing or encouraging** a

1 Receiving Party in this Action to disobey a lawful directive from another court.

2 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
3 IN THIS LITIGATION

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

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

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

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

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

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

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
11 PROTECTED MATERIAL

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

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order no Party waives any right it otherwise would have to object to  
27 disclosing or producing any information or item on any ground not addressed in this  
28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2       12.3 Filing Protected Material. A Party that seeks to file under seal any  
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
4 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
5 Protected Material at issue. If a Party's request to file Protected Material under seal is  
6 denied by the court, then the Receiving Party may file the information in the public  
7 record unless otherwise instructed by the court.

8       13. FINAL DISPOSITION

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

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 16, 2022

**MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**

By:           /s/ Kayleigh A. Andersen            
Eugene P. Ramirez, Esq.  
Kayleigh Andersen, Esq.  
Attorneys for Defendants, CITY OF  
COLTON and ADAM KOAHOU

DATED: August \_\_, 2022

**LEDEZMA ROBLES & TOMIC LLP**

By: \_\_\_\_\_  
Jorge Ledezma, Esq.  
Jose R. Robles, Esq.  
Nick J. Tomic, Esq.  
Attorneys for Plaintiff,  
ROSA MOSES

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 DATED: June \_\_, 2022

MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP

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5  
6 By: \_\_\_\_\_

Eugene P. Ramirez, Esq.  
Kayleigh Andersen, Esq.  
Attorneys for Defendants, CITY OF  
COLTON and ADAM KOAHOU

7  
8  
9 *August*  
10 DATED: ~~June~~ *24* 2022

LEDEZMA ROBLES & TOMIC LLP

11  
12  
13 By: \_\_\_\_\_

Jorge Ledezma, Esq.  
Jose R. Robles, Esq.  
Nick J. Tomic, Esq.  
Attorneys for Plaintiff,  
ROSA MOSES

MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP  
ATTORNEYS AT LAW

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: September 16, 2022



Honorable Kenly Kiyato  
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 \_\_\_\_\_ in the case of ROSA MOSES v. CITY OF  
COLTON, et al., Case No. 5:21-cv-02064-JWH-KK. 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 the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [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: \_\_\_\_\_