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 13 FORD MOTOR COMPANY

14 **UNITED STATES DISTRICT COURT**
 15 **CENTRAL DISTRICT OF CALIFORNIA**

17 SHANE GRIMES,
 18 Plaintiff,
 19 vs.
 20 FORD MOTOR COMPANY; and
 DOES 1 through 10, inclusive,
 21 Defendants.
 22

CASE NO. 5:22-cv-01896-MWF-JC
 Honorable Michael W. Fitzgerald
 Magistrate Judge Jacqueline Chooljian

**MODIFIED STIPULATED
 PROTECTIVE ORDER**
 Trial Date: February 20, 2024
**[CHANGES MADE BY COURT TO
 PARAGRAPHS 3, 5.2(B), 6.1, 6.3, 8,
 9(C)]**

1 1. PURPOSES AND LIMITATIONS

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

16 2. DEFINITIONS

17 2.1 Challenging Party: a Party or Non-Party that challenges the designation
18 of information or items under this Order.

19 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
20 how it is generated, stored or maintained) or tangible things that qualify for protection
21 under Federal Rule of Civil Procedure 26(c).

22 2.3 Counsel (without qualifier): Outside Counsel of Record and House
23 Counsel (as well as their support staff).

24 2.4 Designating Party: a Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

27 2.5 Disclosure or Discovery Material: all items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.6 Expert: a non-attorney person with specialized knowledge or experience
4 in a matter pertinent to the litigation who has been retained by a Party or its counsel
5 to serve as an expert witness or as a consultant in this action, provided that no
6 disclosure shall be made to any expert or consultant who is currently employed by a
7 competitor of the Designating Party.

8 2.7 House Counsel: attorneys who are employees of a party to this action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.8 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.9 Outside Counsel of Record: attorneys who are not employees of a party
14 to this action but are retained to represent or advise a party to this action and have
15 appeared in this action on behalf of that party or are affiliated with a law firm which
16 has appeared on behalf of that party.

17 2.10 Party: any party to this action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this action.

22 2.12 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.13 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”
28

1 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or extracted
6 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
7 Protected Material; and (3) any deposition testimony, conversations, or presentations
8 by Parties or their Counsel that might reveal Protected Material other than during a
9 court hearing or at trial. However, the protections conferred by this Stipulation and
10 Order do not cover the following information: (a) any information that is in the public
11 domain at the time of disclosure to a Receiving Party or becomes part of the public
12 domain after its disclosure to a Receiving Party as a result of publication not involving
13 a violation of this Order, including becoming part of the public record through trial or
14 otherwise; and (b) any information known to the Receiving Party prior to the
15 disclosure or obtained by the Receiving Party after the disclosure from a source who
16 obtained the information lawfully and under no obligation of confidentiality to the
17 Designating Party. Any use of Protected Material during a court hearing or at trial
18 shall be governed by a separate agreement or order. This Order does not govern the
19 use of Protected Material during a court hearing or at trial.

20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order shall remain in effect until a Designating Party agrees
23 otherwise in writing or a court order otherwise directs. Final disposition shall be
24 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
25 or without prejudice; and (2) final judgment herein after the completion and
26 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
27 including the time limits for filing any motions or applications for extension of time
28 pursuant to applicable law.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. The Designating Party must designate for protection
6 only those parts of material, documents, items, or oral or written communications that
7 qualify – so that other portions of the material, documents, items, or communications
8 for which protection is not warranted are not swept unjustifiably within the ambit of
9 this Order. Mass, indiscriminate, or routinized designations are prohibited.
10 Designations that are shown to be clearly unjustified or that have been made for an
11 improper purpose (e.g., to unnecessarily encumber or retard the case development
12 process or to impose unnecessary expenses and burdens on other parties) expose the
13 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 mistaken designation.

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

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic documents,
24 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
25 Producing Party affix the legend “CONFIDENTIAL” or “SUBJECT TO
26 PROTECTIVE ORDER” to each page that contains protected material.

27 A Party or Non-Party that makes original documents or materials available for
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection
2 and before the designation, all of the material made available for inspection shall be
3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
4 it wants copied and produced, the Producing Party must determine which documents,
5 or portions thereof, qualify for protection under this Order. Then, before producing
6 the specified documents, the Producing Party must affix the “CONFIDENTIAL” or
7 “SUBJECT TO PROTECTIVE ORDER” legend to each page that contains Protected
8 Material.

9 (b) for testimony given in deposition, that the Designating Party identify on
10 the record, before the close of the deposition, all protected testimony.

11 (c) for information produced in some form other than documentary and for any
12 other tangible items, that the Producing Party affix in a prominent place on the exterior
13 of the container or containers in which the information or item is stored the legend
14 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

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 consistent with the District Judge’s
24 scheduling order(s). Unless a prompt challenge to a Designating Party’s
25 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
26 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
27 Party does not waive its right to challenge a confidentiality designation by electing
28 not to mount a challenge promptly after the original designation is disclosed.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process by providing written notice of each designation it is challenging,
3 identifying where applicable the challenged designation by Bates number, and
4 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
5 has been made, the written notice must recite that the challenge to confidentiality is
6 being made in accordance with this specific paragraph of the Protective Order. The
7 parties shall attempt to resolve each challenge in good faith and must begin the
8 process by conferring directly (in voice to voice dialogue; other forms of
9 communication are not sufficient) within 14 days of the date of service of notice. In
10 conferring, the Challenging Party must explain the basis for its belief that the
11 confidentiality designation was not proper and must give the Designating Party an
12 opportunity to review the designated material, to reconsider the circumstances, and,
13 if no change in designation is offered, to explain the basis for the chosen designation.
14 A Challenging Party may proceed to the next stage of the challenge process only if it
15 has engaged in this meet and confer process first or establishes that the Designating
16 Party is unwilling to participate in the meet and confer process in a timely manner.

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
18 court intervention, and unless inconsistent with the District Judge's scheduling
19 order(s), the Designating Party shall file and serve a motion to retain confidentiality
20 in compliance with the procedures set forth in Local Rule 37-1 through 37-4 within
21 45 days of the initial notice of challenge or within 30 days of the parties agreeing that
22 the meet and confer process will not resolve their dispute, whichever is earlier. Each
23 such motion must be accompanied by a competent declaration affirming that the
24 movant has complied with the meet and confer requirements imposed in the preceding
25 paragraph. Failure by the Designating Party to make such a motion including the
26 required declaration within 45 days (or 30 days, if applicable) shall automatically
27 waive the confidentiality designation for each challenged designation. In addition, the
28 Challenging Party may file a motion challenging a confidentiality designation at any

1 time consistent with the District Judge’s scheduling order(s) if there is good cause for
2 doing so, including a challenge to the designation of a deposition transcript or any
3 portions thereof. Any motion brought pursuant to this provision must be accompanied
4 by a competent declaration affirming that the movant has complied with the meet and
5 confer requirements imposed by the preceding paragraph.

6 The burden of persuasion in any such challenge proceeding shall be on the
7 Designating Party. Frivolous challenges, and those made for an improper purpose
8 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
9 expose the Challenging Party to sanctions. Unless the Designating Party has waived
10 the confidentiality designation by failing to file a motion to retain confidentiality as
11 described above, all parties shall continue to afford the material in question the level
12 of protection to which it is entitled under the Producing Party’s designation until the
13 court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this case
17 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
18 Material may be disclosed only to the categories of persons and under the conditions
19 described in this Order. When the litigation has been terminated, a Receiving Party
20 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

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
26 Receiving Party may disclose any information or item designated
27 “CONFIDENTIAL” only to:
28

1 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to
3 disclose the information for this litigation and who have signed the “Acknowledgment
4 and Agreement to Be Bound” that is attached hereto as Exhibit A;

5 (b) the officers, directors, and employees (including House Counsel) of the
6 Receiving Party to whom disclosure is reasonably necessary for this litigation and
7 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this litigation 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, videographers, and their staff, who are not personnel of the
13 court, professional jury or trial consultants, mock jurors, and Professional Vendors to
14 whom disclosure is reasonably necessary for this litigation and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (f) during their depositions, witnesses in the action to whom disclosure is
17 reasonably necessary and who have signed the “Acknowledgment and Agreement to
18 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
19 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
20 reveal Protected Material must be separately bound by the court reporter and may not
21 be disclosed to anyone except as permitted under this Stipulated Protective Order.
22 [N]othing in this paragraph shall limit the use of Ford documents in deposition of
23 Ford representatives or employees who have a legitimate need to see the information
24 based on the intended subject matter of the deposition.

25 (g) the author or recipient of a document containing the information or a
26 custodian who otherwise possessed or knew the information provided that these
27 individuals may only be shown the protected information and may not retain a copy
28 of the protected information that was produced in this case.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this action as
5 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER,” that Party must:

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

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

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

14 If the Designating Party timely seeks a protective order, the Party served with
15 the subpoena or court order shall not produce any information designated in this action
16 as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” before a
17 determination by the court from which the subpoena or order issued, unless the Party
18 has obtained the Designating Party’s permission or unless otherwise required by the
19 law or court order. The Designating Party shall bear the burden and expense of
20 seeking protection in that court of its confidential material – and nothing in these
21 provisions should be construed as authorizing or encouraging a Receiving Party in
22 this action to disobey a lawful directive from another court.

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

25 (a) The terms of this Order are applicable to information produced by a Non-
26 Party in this action and designated as “CONFIDENTIAL” or “SUBJECT TO
27 PROTECTIVE ORDER.” Such information produced by Non-Parties in connection
28 with this litigation is protected by the remedies and relief provided by this Order.

1 Nothing in these provisions should be construed as prohibiting a Non-Party from
2 seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to produce
4 a Non-Party's confidential information in its possession, and the Party is subject to an
5 agreement with the Non-Party not to produce the Non-Party's confidential
6 information, then the Party shall:

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

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

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

14 (c) If the Non-Party fails to object or seek a protective order from this court
15 within 30 days of receiving the notice and accompanying information, the Receiving
16 Party may produce the Non-Party's confidential information responsive to the
17 discovery request. If the Non-Party timely seeks a protective order, the Receiving
18 Party shall not produce any information in its possession or control that is subject to
19 the confidentiality agreement with the Non-Party before a determination by the court
20 unless otherwise required by the law or court order. Absent a court order to the
21 contrary, the Non-Party shall bear the burden and expense of seeking protection in
22 this court of its Protected Material.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom unauthorized disclosures were made of all the terms of this Order,
2 and (d) request such person or persons to execute the “Acknowledgment and
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
5 PROTECTED MATERIAL

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

16 12. MISCELLANEOUS

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

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

24 12.3 Filing Protected Material. Without written permission from the
25 Designating Party or a court order secured after appropriate notice, or upon another
26 timeframe agreeable under the circumstances, to all interested persons, a Party may
27 not file in the public record in this action any Protected Material. A Party that seeks
28 to file under seal any Protected Material must comply with Local Rule 79-5. Protected

1 Material may only be filed under seal pursuant to a court order authorizing the sealing
2 of the specific Protected Material at issue. If a Receiving Party's request to file
3 Protected Material under seal pursuant to Local Rule 79-5.2.2 is denied by the court,
4 then the Receiving Party may file the information in the public record pursuant to
5 Local Rule 79-5.2.2(b)(ii) unless otherwise instructed by the court.

6 13. FINAL DISPOSITION

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

27 ///

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1 4: DURATION) of this action. The parties agree to meet and confer prior to moving
2 to enforce compliance with this provision.

3 .

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5

6 Dated: October 3, 2023

STRATEGIC LEGAL PRACTICES, APC

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By: /s/ Elizabeth A. LaRocque

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Tionna Dolin

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Elizabeth A. LaRocque

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Attorneys for Plaintiffs,

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SHANE GRIMES

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Dated: October 3, 2023

MORTENSON TAGGART ADAMS LLP

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By: /s/ Hannah M. Biemann

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Michael D. Mortenson

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Craig A. Taggart

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Hannah M. Biemann

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Attorneys for Defendant

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FORD MOTOR COMPANY

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MODIFIED ORDER

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Good cause appearing, the Court hereby approves this Modified Stipulated

23

Protective Order.

24

25

DATED: October 16, 2023

/s/

26

HON. JACQUELINE CHOOLJIAN

27

UNITED STATES MAGISTRATE JUDGE

28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that
5 I have read in its entirety and understand the Modified Stipulated Protective Order
6 that was issued by the United States District Court for the Central District of
7 California on October 16, 2023 in the case of *Shane Grimes v. Ford Motor Company*,
8 **5:22-cv-01896-MWF-JC**. I agree to comply with and to be bound by all the terms of
9 this Modified Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any information
12 or item that is subject to this Modified Stipulated Protective Order to any person or
13 entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action.

18 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
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____