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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION**  
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11 Divine Dharma Meditation  
12 International Inc., Thuan Duc Nguyen,  
13 and Beverly Ngoc Hai Nguyen,

14 Plaintiffs,

15 vs.

16 Human and Universal Energy  
17 Research Institute, and DOES 1-10,  
18 Defendants.

Civ. Action: **SACV16-00230 JVS**  
**KES**

**STIPULATED PROTECTIVE ORDER**

Hearing date: none necessary  
Courtroom 6 D

Honorable Karen E. Scott, Magistrate Judge

Trial date: May 23, 2016

19 Jury demanded

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

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

Stipulated Protective Order

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

#### 5 B. GOOD CAUSE STATEMENT

6 This action is likely to involve trade secrets, customer and pricing lists and other  
7 valuable research, development, commercial, financial, technical and/or proprietary  
8 information for which special protection from public disclosure and from use for any  
9 purpose 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 practices,  
12 or other confidential research, development, or commercial information (including  
13 information implicating privacy rights of third parties), information otherwise generally  
14 unavailable to the public, or which may be privileged or otherwise protected from  
15 disclosure under state or federal statutes, court rules, case decisions, or common law.  
16 This action also concerns, among other things, certain texts which Plaintiffs contend is  
17 their original work, some of which Plaintiffs contend is the subject of certain copyright  
18 registrations (see Exhibits 3 and 4 of Plaintiffs' complaint).

19 Accordingly, to expedite the flow of information, to facilitate the prompt  
20 resolution of disputes over confidentiality of discovery materials, to adequately protect  
21 information the parties are entitled to keep confidential, to ensure that the parties are  
22 permitted reasonable necessary uses of such material in preparation for and in the  
23 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
24 of justice, a protective order for such information is justified in this matter. It is the intent  
25 of the parties that information will not be designated as confidential for tactical reasons  
26 and that nothing be so designated without a good faith belief that it has been maintained  
27 in a confidential, non-public manner, and there is good cause why it should not be part  
28 of the public record of this case.

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2. DEFINITIONS

2.1 Action: this pending federal law suit.

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

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

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

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

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

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

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

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

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

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1           2.11 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 support staffs).

4           2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
5 Material in this Action.

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

10          2.14 Protected Material: any Disclosure or Discovery Material that is designated  
11 as "CONFIDENTIAL."

12          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
13 a Producing Party.

### 14           3. SCOPE

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

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

### 22           4. DURATION

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

1 any motions or applications for extension of time pursuant to applicable law.

## 2 5. 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 are  
11 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
12 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. Designation  
21 in conformity with this Order requires:

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

1 registration which contains scores or hundreds of scores of pages, and in the interest of  
2 time savings, a designating party may designate the entire text as protected under this  
3 protective order by marking the word "CONFIDENTIAL AS TO THE ENTIRE TEXT  
4 BOOK" on the cover of the text book.

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

17 (b) for testimony given in depositions that the Designating Party identify the  
18 Disclosure or Discovery Material on the record, before the close of the deposition all  
19 protected testimony.

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

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
26 to designate qualified information or items does not, standing alone, waive the  
27 Designating Party's right to secure protection under this Order for such material. Upon  
28 timely correction of a designation, the Receiving Party must make reasonable efforts to

1 assure that the material is treated in accordance with the provisions of this Order.

## 2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
4 of confidentiality at any time that is consistent with the Court's Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
6 process under Local Rule 37.1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
8 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
9 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
10 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
11 the confidentiality designation, all parties shall continue to afford the material in  
12 question the level of protection to which it is entitled under the Producing Party's  
13 designation until the 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 Action  
17 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
18 Material may be disclosed only to the categories of persons and under the conditions  
19 described in this Order. When the Action has been terminated, a Receiving Party must  
20 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 otherwise  
25 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
26 may disclose any information or item designated "CONFIDENTIAL" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
28 employees of said Outside Counsel of Record to whom it is reasonably necessary to

1 disclose the information for this Action;

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

4 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
5 is reasonably necessary for this Action and who have signed the "Acknowledgment and  
6 Agreement to Be Bound" (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
10 to whom disclosure is reasonably necessary for this Action and who have signed the  
11 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

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

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

25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
26 **OTHER LITIGATION**

27 If a Party is served with a subpoena or a court order issued in other litigation that  
28 compels disclosure of any information or items designated in this Action as



1 "CONFIDENTIAL," that Party must:

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

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

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

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

18 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
19 IN THIS LITIGATION

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

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

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

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

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

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

#### 17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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1           11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

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

12           12. MISCELLANEOUS

13           12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
14 to seek its modification by the Court in the future.

15           12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
16 Order no Party waives any right it otherwise would have to object to disclosing or  
17 producing any information or item on any ground not addressed in this Stipulated  
18 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
19 evidence of any of the material covered by this Protective Order.

20           12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
21 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
22 under seal pursuant to a court order authorizing the sealing of the specific Protected  
23 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
24 court, then the Receiving Party may file the information in the public record unless  
25 otherwise instructed by the court.

26           12.4 Regarding Exhibits 3 and 4 to Plaintiffs' complaint.  
27 Plaintiffs contend that the majority of Exhibits 3 and 4 to their Complaint  
28 constitute confidential and irrelevant information and if those confidential portions

1 are copied by defendant or other third parties and distributed to members of the  
2 general public, or otherwise published, it would or could cause dilution of  
3 Plaintiffs' brand and damage to its reputation, damage to members of the general  
4 public, all of which Plaintiffs contend constitutes irreparable injury to Plaintiffs,  
5 their non-profit business and to members of the general public. Defendant denies  
6 these allegations. The parties agree and stipulate that the portions of Plaintiffs'  
7 Exhibit 3 (English translation of texts for Levels 1 through 7 plus extraneous related  
8 material) that shall be treated as confidential are pages 33 (thirty-three to  
9 end). The parties agree and stipulate that the portions of Plaintiffs' Exhibit 4  
10 (texts for Levels 1 through 7 in Vietnamese language plus extraneous related  
11 material) that shall be treated as confidential are pages 31 (thirty-one to  
12 end). The parties agree that Plaintiffs will produce a hard copy of Exhibits 3 and  
13 4 in their entirety on the condition that the pages of Exhibits 3 and 4 that are to be  
14 treated as confidential shall be for eyes alone of defense counsel, experts, interpreters  
15 and interoffice staff ("AEO") (and for use at trial as deemed necessary and  
16 appropriate in accordance with Rules of Evidence), unless and until such time as  
17 Defendant challenges Plaintiff's AEO or confidential designation of the documents  
18 pursuant to section 6 of the Stipulated Protective Order and the Court rules in  
19 Defendant's favor on the challenge. The portions of Exhibits 3 and 4 designated as  
20 AEO must be treated as "CONFIDENTIAL" pursuant to all other terms of the  
21 Stipulated Protective Order, including section 12.3 regarding the filing of Protected  
22 Material under seal and subject to Plaintiffs' motion to seal confidential portions for  
23 motion practice. The parties further agree and stipulate that Defense counsel may  
24 provide hard copies to Defendants of pages 1 through 32 of Exhibit 3 and pages 1  
25 through 30 of Exhibit 4.

### 26 13. FINAL DISPOSITION

27 After the final disposition of this Action, as defined in paragraph 4, within 60  
28 days of a written request by the Designating Party, each Receiving Party must return

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

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

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21  
22 DATED 08/10/2016

23 David P. Stroud  
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25 Attorneys for Plaintiff  
26 DAVID P. STROUD  
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DATED: 8/9/16

  
Attorneys for Defendant  
CAROLINE MANKES, ESQ.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: August 15, 2016

  
Honorable Karen E. Scott, United States District/Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 \_\_\_\_\_ [print or type full  
5 address], declare under penalty of perjury that I have read in its entirety and  
6 understand the Stipulated Protective Order that was issued by the United States  
7 District Court for the Central District of California, Santa Ana Division on  
8 \_\_\_\_\_ [date] in the case of Divine Dharma Meditation International Inc.,  
9 Thuan Duc Nguyen, and Beverly Ngoc Hai Nguyen, Plaintiffs, vs. Human and  
10 Universal Energy Research Institute, and DOES 1-10, Defendants, Civ. Action:  
11 **SACV16-00230 JVS KES.** I agree to comply with and to be bound by all the terms of  
12 this Stipulated Protective Order and I understand and acknowledge that failure to so  
13 comply could expose me to sanctions and punishment in the nature of contempt. I  
14 solemnly promise that I will not disclose in any manner any information or item that  
15 is subject to this Stipulated Protective Order to any person or entity except in strict  
16 compliance with the provisions of this Order.

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

25 Date: \_\_\_\_\_ City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_

28