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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

SUZUKI MOTOR OF AMERICA,  
INC., a California Corporation,

Plaintiff,

vs.

BONNIE MULLION, an individual;  
JAMES MULLION, an individual;  
DOES 1 through 10,

Defendants.

CASE NO. 8:17-cv-00903-CJC (JDEx)

**PROTECTIVE ORDER**

Action Filed: May 24, 2017  
Trial Date: None Set

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation—except as described in Paragraph 9, *infra*—may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1 **2. GOOD CAUSE STATEMENT**

2 This action is likely to involve discovery regarding financial accounts,  
3 including but not limited to bank accounts and credit card accounts, maintained by  
4 the Defendants, discovery relating to the financial condition of Defendants, and with  
5 respect to internal procedures and propriety business practices used by Plaintiff. This  
6 information warrants a measure of protection from public disclosure and from use for  
7 any purpose other than prosecution of this action—except as described in Paragraph  
8 9, *infra*.

9 Such confidential and proprietary materials and information consist of, among  
10 other things, confidential business or financial information, information regarding  
11 confidential business practices, which is otherwise generally unavailable to the public,  
12 or which may be privileged or otherwise protected from disclosure under state or  
13 federal statutes, court rules, case decisions, or common law.

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

24 **3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

25 The parties further acknowledge, as set forth in Section 12.3, below, that this  
26 Stipulated Protective Order does not entitle them to file confidential information  
27 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
28 the standards that will be applied when a party seeks permission from the court to file

1 material under seal.

2       There is a strong presumption that the public has a right of access to judicial  
3 proceedings and records in civil cases. In connection with non-dispositive motions,  
4 good cause must be shown to support a filing under seal. See *Kamakana v. City and*  
5 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
6 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics, Inc.*,  
7 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
8 cause showing), and a specific showing of good cause or compelling reasons with  
9 proper evidentiary support and legal justification, must be made with respect to  
10 Protected Material that a party seeks to file under seal. The parties' mere designation  
11 of Disclosure or Discovery Material as CONFIDENTIAL does not— without the  
12 submission of competent evidence by declaration, establishing that the material  
13 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
14 protectable—constitute good cause.

15       Further, if a party requests sealing related to a dispositive motion or trial, then  
16 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
17 sought shall be narrowly tailored to serve the specific interest to be protected. See  
18 *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each  
19 item or type of information, document, or thing sought to be filed or introduced under  
20 seal, the party seeking protection must articulate compelling reasons, supported by  
21 specific facts and legal justification, for the requested sealing order. Again, competent  
22 evidence supporting the application to file documents under seal must be provided by  
23 declaration.

24       Any document that is not confidential, privileged, or otherwise protectable in  
25 its entirety will not be filed under seal if the confidential portions can be redacted. If  
26 documents can be redacted, then a redacted version for public viewing, omitting only  
27 the confidential, privileged, or otherwise protectable portions of the document, shall  
28 be filed. Any application that seeks to file documents under seal in their entirety

1 should include an explanation of why redaction is not feasible.

2 **4. DEFINITIONS**

3 4.1 Action: this pending federal lawsuit, styled as *Suzuki Motor of America,*  
4 *Inc. v. Mullion, et al.*, United States District Court, Central District of California, Case  
5 No. 8:17-cv-00903-CJC-JDE.

6 4.2 Challenging Party: a Party or Non-Party that challenges the designation  
7 of information or items under this Order.

8 4.3 “CONFIDENTIAL” Information or Items: information (regardless of  
9 how it is generated, stored or maintained) or tangible things that qualify for protection  
10 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
11 Cause Statement.

12 4.4 Counsel: Outside Counsel of Record and in-house and/or outside  
13 general Counsel (as well as their support staff).

14 4.5 Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL.”

17 4.6 Disclosure or Discovery Material: all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced or  
20 generated in disclosures or responses to discovery in this matter.

21 4.7 Expert: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
23 an expert witness or as a consultant in this Action.

24 4.8 House Counsel: attorneys who are employed by, retained by, or engaged  
25 by a party to this Action.

26 4.9 Non-Party: any natural person, partnership, corporation, association or  
27 other legal entity not named as a Party to this action.

28 4.10 Outside Counsel of Record: attorneys who are not employees of a party

1 to this Action but are retained to represent or advise a party to this Action and have  
2 appeared in this Action on behalf of that party or are affiliated with a law firm that  
3 has appeared on behalf of that party, and includes support staff.

4 4.11 Party: any party to this Action, including all of its officers, directors,  
5 employees, consultants, retained experts, and Outside Counsel of Record (and their  
6 support staffs).

7 4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
8 Discovery Material in this Action.

9 4.13 Professional Vendors: persons or entities that provide litigation support  
10 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
12 and their employees and subcontractors.

13 4.14 Protected Material: any Disclosure or Discovery Material that is  
14 designated as “CONFIDENTIAL.”

15 4.15 Receiving Party: a Party who receives Protected Material from a  
16 Designating Party.

17 **5.0 SCOPE**

18 The protections conferred by this Stipulation and Order cover not only  
19 Protected Material (as defined above), but also (1) any information copied or extracted  
20 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
21 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
22 or their Counsel that might reveal Protected Material. Any use of Protected Material  
23 at trial shall be governed by the orders of the trial judge. This Order does not govern  
24 the use of Protected Material at trial.

25 **6. DURATION**

26 Once a case proceeds to trial, information that was designated as  
27 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
28 as an exhibit at trial becomes public and will be presumptively available to all

1 members of the public, including the press, unless compelling reasons supported by  
2 specific factual findings to proceed otherwise are made to the trial judge in advance  
3 of the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
4 showing for sealing documents produced in discovery from “compelling reasons”  
5 standard when merits-related documents are part of court record). Accordingly, the  
6 terms of this protective order do not extend beyond the commencement of the trial.

7 **7. DESIGNATING PROTECTED MATERIAL**

8 7.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

24 7.2 Manner and Timing of Designations. Except as otherwise provided in  
25 this Order (see, e.g., section 7.3 below), or as otherwise stipulated or ordered,  
26 Disclosure or Discovery Material that qualifies for protection under this Order must  
27 be clearly so designated before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

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

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

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

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

28 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive the  
2 Designating Party's right to secure protection under this Order for such material.  
3 Upon timely correction of a designation, the Receiving Party must make reasonable  
4 efforts to assure that the material is treated in accordance with the provisions of this  
5 Order.

6 **8. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 8.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.

10 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37-1 et seq.

12 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
13 joint stipulation pursuant to Local Rule 37-2.

14 8.4 Burden. The burden of persuasion in any such challenge proceeding  
15 shall be on the Designating Party. Frivolous challenges, and those made for an  
16 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
17 other parties) may expose the Challenging Party to sanctions. Unless the Designating  
18 Party has waived or withdrawn the confidentiality designation, all parties shall  
19 continue to afford the material in question the level of protection to which it is entitled  
20 under the Producing Party's designation until the Court rules on the challenge.

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

22 9.1 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  
24 Action only for prosecuting, defending or attempting to settle this Action, except that  
25 this Order will not be deemed to preclude any Party from providing any information  
26 requested in connection with a criminal investigation conducted by a law enforcement  
27 agency and/or district attorney's office. Such Protected Material may be disclosed  
28 only to the categories of persons and under the conditions described in this Order.

1 When the Action has been terminated, a Receiving Party must comply with the  
2 provisions of section 15 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 9.2 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  
9 “CONFIDENTIAL” by another Party only to:

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

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

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

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

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

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

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

1 not be permitted to keep any confidential information unless they sign the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
3 agreed by the Designating Party or ordered by the court. Pages of transcribed  
4 deposition testimony or exhibits to depositions that reveal Protected Material may be  
5 separately bound by the court reporter and may not be disclosed to anyone except as  
6 permitted under this Stipulated Protective Order; and

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

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

11 If a Party is served with a subpoena or a court order issued in other litigation  
12 that 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 to  
17 issue in the other litigation that some or all of the material covered by the subpoena  
18 or order is subject to this Protective Order. Such notification shall include a copy of  
19 this 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. If the  
22 Designating Party timely seeks a protective order, the Party served with the subpoena  
23 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  
28 authorizing or encouraging a Receiving Party in this Action to disobey a lawful

1 directive from another court.

2 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
3 **PRODUCED 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  
7 remedies and relief provided by this Order. Nothing in these provisions should be  
8 construed 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  
12 confidential 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-  
20 Party, 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  
27 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
28 protection in this court of its Protected Material.

1 **12. 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 an  
9 Agreement to Be Bound” attached hereto as Exhibit A.

10 **13. 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.

18 **14. MISCELLANEOUS**

19 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the Court in the future.

21 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order, no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

26 14.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
28 only be filed under seal pursuant to a court order authorizing the sealing of the specific

1 Protected Material at issue. If a Party’s request to file Protected Material under seal  
2 is denied by the court, then the Receiving Party may file the information in the public  
3 record unless otherwise instructed by the court.

4 **15. FINAL DISPOSITION**

5 After the final disposition of this Action, within 60 days of a written request by  
6 the Designating Party, each Receiving Party must return all Protected Material to the  
7 Producing Party or destroy such material. As used in this subdivision, “all Protected  
8 Material” includes all copies, abstracts, compilations, summaries, and any other  
9 format reproducing or capturing any of the Protected Material. Whether the Protected  
10 Material is returned or destroyed, the Receiving Party must submit a written  
11 certification to the Producing Party (and, if not the same person or entity, to the  
12 Designating Party) by the 60-day deadline that (1) identifies (by category, where  
13 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
14 that the Receiving Party has not retained any copies, abstracts, compilations,  
15 summaries or any other format reproducing or capturing any of the Protected Material.

16 Notwithstanding this provision, Counsel are entitled to retain an archival copy  
17 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
18 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
19 work product, and consultant and expert work product, even if such materials contain  
20 Protected Material. Any such archival copies that contain or constitute Protected  
21 Material remain subject to this Protective Order as set forth in Section 6  
22 (DURATION).

23 **16. VIOLATION**

24 Any violation of this Order may be punished by appropriate measures  
25 including, without limitation, contempt proceedings and/or monetary sanctions.

26 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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DATED: September 21, 2017

ADAMS & PHAM APC

By:           /s/ Joseph M. Adams            
Joseph M. Adams  
Donald A. Green  
Attorneys for Defendants BONNIE  
MULLION and JAMES MULLION

DATED: September 21, 2017

LEWIS BRISBOIS BISGAARD & SMITH LLP

By:           /s/ Stephen H. Turner            
Stephen H. Turner  
Attorneys for Plaintiff SUZUKI MOTOR  
OF AMERICA, INC.

DATED: September 21, 2017

ALLIE & SCHUSTER, PC

By:           /s/ William D. Schuster            
William D. Schuster  
Attorneys for Defendant DONNA HANNA

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

DATED: September 22, 2017

  
HONORABLE JOHN D. EARLY  
United States Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty 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 [date] in the case of *Suzuki Motor of America, Inc. v. Mullion, et al.*, United States District Court, Central District of California, Case No. 8:17-cv-00903-CJC-JDE. 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 \_\_\_\_\_ [full name] of \_\_\_\_\_ [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 signed: \_\_\_\_\_

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

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