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7 Attorneys for Defendant  
WALT DISNEY PARKS AND RESORTS U.S.,  
8 INC., sued herein as WALT DISNEY PARKS  
AND RESORTS U.S., INC. dba DISNEYLAND  
9 RESORT

11 UNITED STATES DISTRICT COURT

12 CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

13 THERESA MIKE,

14 Plaintiff,

15 vs.

16 DISNEY PARKS, EXPERIENCES AND  
PRODUCTS, INC. dba DISNEYLAND  
17 RESORT, AND DOES 1 TO 25,  
18 INCLUSIVE,

19 Defendants.

Case No. 8:22-cv-01517 FWS-DFMx  
Assigned to Hon. Fred W. Slaughter  
Courtroom 10D

**STIPULATED PROTECTIVE  
ORDER [DISCOVERY MATTER]**

Complaint Filed: November 15, 2021  
Trial Date: February 13, 2024

21 1. STIPULATED PROTECTIVE ORDER [DISCOVERY MATTER]

22 A. PURPOSES AND LIMITATIONS

23 Discovery in this action is likely to involve the production of confidential,  
24 proprietary, or private information for which special protection from public disclosure and  
25 from use for any purpose other than prosecuting this litigation may be warranted.  
26 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
27 Stipulated Protective Order.

28 ///

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

9 B. GOOD CAUSE STATEMENT

10 This action is likely to involve trade secrets, personal private information, and other  
11 valuable business practice, research, development, sensitive commercial, financial,  
12 technical and/or confidential and proprietary information for which special protection from  
13 public disclosure and from use for any purpose other than prosecution of this action is  
14 warranted. Such confidential and proprietary materials and information consist of, among  
15 other things, confidential business or financial information, information regarding  
16 confidential business practices, or other confidential research, development, or commercial  
17 information (including information implicating privacy rights of third parties), information  
18 otherwise generally unavailable to the public, or which may be privileged or otherwise  
19 protected from disclosure under state or federal statutes, court rules, case decisions, or  
20 common law.

21 For example, Plaintiff Theresa Mike (“Plaintiff”) will likely produce confidential  
22 medical records, which contain information that is private and sensitive. Beyond that, she  
23 may produce documents related to her earnings and financial position, which is likewise  
24 private and sensitive. In addition, Defendant Walt Disney Parks and Resorts U.S., Inc.  
25 (“WDPR”) anticipates producing operating and training guides and supporting  
26 documentation that are comprised of confidential business practices which have been  
27 developed at great expense over many years. If these operating and training guides are  
28 made available publicly, it would harm WDPR because its competitors would be able to

1 obtain this information without incurring the investment of time and money that WDPR has  
2 invested in the success of its business. Beyond that, WDPR anticipates producing  
3 documents related to various pricing or other financial information, including that of  
4 suppliers or vendors, which if made available publicly, would harm WDPR's financial and  
5 competitive positions.

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

## 16 2. DEFINITIONS

17 2.1 Action: the above-entitled federal lawsuit.

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
19 information or items under this Order.

20 2.3 "CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER": information  
21 (regardless of how it is generated, stored or maintained) or tangible things that qualify for  
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
23 Cause Statement.

24 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as their  
25 support staff).

26 2.5 Designating Party: a Party or Non-Party that designates information or items  
27 that it produced in disclosures or in responses to discovery as "CONFIDENTIAL SUBJECT  
28 TO PROTECTIVE ORDER."

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

5           2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
7 expert witness or as a consultant in this Action, provided that no disclosure shall be made  
8 to any expert or consultant who is employed by a competitor of Walt Disney Parks and  
9 Resorts U.S., Inc.

10           2.8 In-House Counsel: attorneys who are employees of a party to this Action.  
11 In-House Counsel does not include Outside Counsel of Record or any other outside counsel.

12           2.9 Non-Party: any natural person, partnership, corporation, association, or other  
13 legal entity not named as a Party to this action.

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

18           2.11 Party: any party to this Action, including all of its officers, directors,  
19 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
20 staffs).

21           2.12 Producing Party: a Party or Non-Party that produced Disclosure or Discovery  
22 Material in this Action.

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

27           2.14 Protected Material: any Disclosure or Discovery Material that is designated  
28 as “CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER.”

1           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
2 a Producing Party.

3           3.     SCOPE

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

9           Any use of Protected Material at trial shall be governed by the orders of the trial  
10 judge and other applicable authorities. This Order does not govern the use of Protected  
11 Material at trial.

12          4.     DURATION

13          Provided this case proceeds to trial, all of the information that was designated as  
14 CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER or maintained pursuant to this  
15 protective order may become public if presented in Court and presumptively available to  
16 all members of the public, including the press, unless compelling reasons supported by  
17 specific factual findings to proceed otherwise are made to the trial judge in advance of the  
18 trial. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9<sup>th</sup> Cir.  
19 2006) (distinguishing “good cause” showing for sealing documents produced in discovery  
20 from “compelling reasons” standard when merits-related documents are part of court  
21 record). Accordingly, the terms of this protective order do not extend beyond the  
22 commencement of the trial. Should this case proceed to trial, the Parties will meet and  
23 confer to determine how to handle the presentation of confidential or otherwise protected  
24 materials and information, and will present proposals to the Court for its consideration.

25          5.     DESIGNATING PROTECTED MATERIAL

26           5.1    Exercise of Restraint and Care in Designating Material for Protection.

27           Each Party or Non-Party that designates information or items for protection under  
28 this Order must take care to limit any such designation to specific material that qualifies

1 under the appropriate standards. The Designating Party must designate for protection only  
2 those parts of material, documents, items, or oral or written communications that qualify so  
3 that other portions of the material, documents, items, or communications for which  
4 protection is not warranted are not swept unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. If it comes to a  
6 Designating Party's attention that the information or items that it designated for protection  
7 do not qualify for protection, that Designating Party must promptly notify all other Parties  
8 that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
11 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
12 must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),  
16 that the Producing Party affix at a minimum, the legend "CONFIDENTIAL SUBJECT TO  
17 PROTECTIVE ORDER" (hereinafter "CONFIDENTIAL SUBJECT TO PROTECTIVE  
18 ORDER legend"), to each page that contains protected material. If only a portion or  
19 portions of the material on a page qualifies for protection, the Producing Party also must  
20 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
21 margins).

22 A Party or Non-Party that makes original documents available for inspection need  
23 not designate them for protection until after the inspecting Party has indicated which  
24 documents it would like copied and produced. During the inspection and before the  
25 designation, all of the material made available for inspection shall be deemed  
26 "CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER." After the inspecting Party has  
27 identified the documents it wants copied and produced, the Producing Party must determine  
28 which documents, or portions thereof, qualify for protection under this Order. Then, before

1 producing the specified documents, the Producing Party must affix the “CONFIDENTIAL  
2 SUBJECT TO PROTECTIVE ORDER legend” to each page that contains Protected  
3 Material.

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

7 (c) for information produced in some form other than documentary and  
8 for any other tangible items, that the Producing Party affix in a prominent place on the  
9 exterior of the container or containers in which the information is stored the legend  
10 “CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER.” If only a portion or portions  
11 of the information warrants protection, the Producing Party, to the extent practicable, shall  
12 identify the protected portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
14 to designate qualified information or items does not, standing alone, waive the Designating  
15 Party’s right to secure protection under this Order for such material. Upon timely correction  
16 of a designation, the Receiving Party must make reasonable efforts to assure that the  
17 material is treated in accordance with the provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
20 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
22 process under Local Rule 37.1 et seq.

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

1 Court rules on the challenge.

2 7. ACCESS TO USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected material that is  
4 disclosed or produced by another Party or by a Non-Party in connection with this Action  
5 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material  
6 may be disclosed only to the categories of persons and under the conditions described in  
7 this Order. When the Action has been terminated, a Receiving Party must comply with the  
8 provisions of section 13 below (FINAL DISPOSITION).

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

12 7.2 Disclosure of Information or Items That Are “CONFIDENTIAL SUBJECT  
13 TO PROTECTIVE ORDER”. Unless otherwise ordered by the court or permitted in writing  
14 by the Designating Party, a Receiving Party may disclose any information or item  
15 designated “CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER” only to:

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

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

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

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

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



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

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

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

13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
14 OTHER LITIGATION

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

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

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

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

26 If the Designating Party timely seeks a protective order, the Party served with the  
27 subpoena or court order shall not produce any information designated in this action as  
28 “CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER” before a determination by the

1 court from which the subpoena or order issued, unless the Party has obtained the  
2 Designating Party's permission. The Designating Party shall bear the burden and expense  
3 of seeking protection in that court of its confidential material and nothing in these provisions  
4 should be construed as authorizing or encouraging a Receiving Party in this Action to  
5 disobey a lawful directive from another court.

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

8 (a) The terms of this Order are applicable to information produced by a Non-  
9 Party in this Action and designated as "CONFIDENTIAL SUBJECT TO PROTECTIVE  
10 ORDER." Such information produced by Non-Parties in connection with this litigation is  
11 protected by the remedies and relief provided by this Order. Nothing in these provisions  
12 should be construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

25 (c) If the Non-Party fails to seek a protective order from this court within 14 days  
26 of receiving the notice and accompanying information, the Receiving Party may produce  
27 the Non-Party's confidential information responsive to the discovery request. If the Non-  
28 Party timely seeks a protective order, the Receiving Party shall not produce any information

1 in its possession or control that is subject to the confidentiality agreement with the Non-  
2 Party before a determination by the court. Absent a court order to the contrary, the Non-  
3 Party shall bear the burden and expense of seeking protection in this court of its Protected  
4 Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15 PROTECTED MATERIAL

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

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
27 to seek its modification by the Court in the future.

28 ///

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

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

12       13. FINAL DISPOSITION

13           13.1 After the final disposition of this Action, as defined in paragraph 4, within 60  
14 days of a written request by the Designating Party, each Receiving Party must return all  
15 Protected Material to the Producing Party or destroy such material. As used in this  
16 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
17 summaries, and any other format reproducing or capturing any of the Protected Material.  
18 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
19 a written certification to the Producing Party (and, if not the same person or entity, to the  
20 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
21 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
22 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any  
23 other format reproducing or capturing any of the Protected Material. Notwithstanding this  
24 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
25 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and  
26 trial exhibits, expert reports, attorney work product, and consultant and expert work  
27 product, even if such materials contain Protected Material. Any such archival copies that  
28 contain or constitute Protected Material remain subject to this Protective Order as set forth

1 in Section 4 (DURATION).

2 13.2 Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary sanctions.  
4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 DATED:


8  
9 /s/  
10 \_\_\_\_\_  
11 Sharona Eslamboly Hakim  
12 Narek Postajian  
13 Attorneys for Plaintiff  
14 THERESA MIKE

15 DATED:

16 /s/ David P. Hansen  
17 \_\_\_\_\_  
18 Daniel S. Rodman  
19 David P. Hansen  
20 Sarah M. Nakamoto  
21 Attorneys for Defendant  
22 WALT DISNEY PARKS AND RESORTS U.S., INC.

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 DATED February 14, 2023

25   
26 \_\_\_\_\_  
27 Magistrate Douglas F. McCormick  
28 United States District Court 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 \_\_\_\_\_ [date] in the case of *Theresa Mike v. Disney Parks, Experiences and Products, Inc. dba Disneyland Resort, et al.*, Case No. 8:22-cv-01517 FWS-DFMx. 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: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 600 Anton Boulevard, Suite 1400, Costa Mesa, California 92626.

On January 27, 2023, I served, in the manner indicated below, the foregoing document described as: **WALT DISNEY PARKS AND RESORTS U.S., INC.'S REQUESTS FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF THERESA MIKE, SET ONE** on the interested parties in this action:

Sharona Eslamboly Hakim, Esq. Narek Postajian, Esq. Law Offices of Sharona Eslamboly Hakim, Esq. 8730 Wilshire Blvd., Suite 500 Beverly Hills, CA 90211	<b><u>ATTORNEY FOR PLAINTIFF</u></b> Tel.: (310) 289-9100 Fax: (310) 289-9101 Email: sharona@sehlawfirm.com Email: narek@sehlawfirm.com
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of business for the service herein attested to (F.R.C.P. § 5 (b)(2)(C)).

- BY REGULAR MAIL: I caused such envelopes to be deposited in the United States mail at Costa Mesa, California, with postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the United States Postal Service each day and that practice was followed in the ordinary course of business for the service herein attested to (F.R.C.P. § 5 (b)(2)(C)).
- BY ELECTRONIC MAIL: I caused such document(s) to be delivered electronically to the following email address(es): sharona@sehlawfirm.com; narek@sehlawfirm.com
- BY E-FILING (USDC Central): I caused such document to be sent electronically to the court; pursuant to General Order No. 08-02, electronic filing constitutes service upon the parties who have consented to electronic service.
- FEDERAL: I declare that I am employed in the office of a member of the bar of this Court, at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 27, 2023, at Costa Mesa, California.

  
\_\_\_\_\_  
Kathy Sumner