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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION

CHRISTINA BARBOSA and PATRICIA
AGUILLERA BARRIOS, on behalf of
themselves and all similarly situated individuals,

Plaintiffs,

v.

CARGILL MEAT SOLUTIONS CORP., and
DOES 1-50,

Defendants.

Case No. 1:11-cv-00275-OWW-SKO
STIPULATED PROTECTIVE ORDER

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
5 The parties assert that information and materials for which they seek protection should be
6 protected by a Court Order rather than by private agreement because the Court’s public entry of
7 such an Order would carry the weight of this Court’s imprimatur and authorize exercise of its
8 contempt powers over potential violators of this Protective Order. A private agreement would
9 lack that potential deterrent effect, would not provide sufficient remedies in the event of
10 unwarranted disclosure, and, for those reasons, would not serve to fully protect the legitimate and
11 substantial interests at issue in this Protective Order.

12 Accordingly, the parties hereby stipulate to and petition the court to enter the following
13 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket
14 protections on all disclosures or responses to discovery and that the protection it affords from
15 public disclosure and use extends only to the limited information or items that are entitled to
16 confidential treatment under the applicable legal principles. The parties further acknowledge, as
17 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
18 confidential information under seal; Local Rule 141 and General Order 164 set forth the
19 procedures that must be followed and the standards that will be applied when a party seeks
20 permission from the court to file material under seal.

21 2. DEFINITIONS

22 2.1 Challenging Party: a Party that challenges the designation of information or items
23 under this Order.

24 2.2 “CONFIDENTIAL” Information or Items: Materials or information (regardless of
25 how it is generated, stored or maintained) or tangible things that qualify for protection under this
26 Stipulated Protective Order shall mean any documents, materials, items, or information
27 designated by Plaintiff, Defendant, or any other third party as “Confidential” and is limited to the
28 following categories. The materials and information in categories (a) and (d) requires protection

1 because it is not disclosed to the public, it is proprietary and commercially sensitive, it is the
2 product of Defendant's experience and expertise in its industry, and the public disclosure of said
3 information to the general public and to Defendant's competitors in particular would place
4 Defendant at a competitive disadvantage and harm Defendant's business. The materials and
5 information in categories (b) and (d) require protection in order to safeguard the confidential
6 personal information of Defendant's employees who are not parties to this lawsuit and the
7 dissemination of that information has the potential to lead to breach of their legally recognized
8 privacy interests and subject them to possible identity theft. The materials in category (c) are
9 recognized as protectable under the Federal Rules of Civil Procedure.

10 (a) any document or item containing information of a proprietary, confidential,
11 commercially valuable, and/or competitively sensitive nature which is not in the public domain or
12 disclosed to the public including, but not limited to, Defendant's proprietary business plans, facility
13 layouts, operations, and practices; customer information; proprietary computer systems, databases, and
14 software; and/or revenue or other financial data and reports;

15 (b) the personnel information of Cargill Meat Solutions Corp.'s employees,
16 other than the named plaintiffs, including but not necessarily limited to work histories, hiring and
17 separation documentation; performance ratings and/or evaluations; compensation information
18 including salaries, earnings, pay, bonuses, stock options, incentive compensation, and tax and
19 benefit information; bank or other financial information; contact information including phone
20 numbers, email addresses, and home addresses; medical and health-related information;
21 information regarding internal company investigations; and information about disciplinary actions,
22 including terminations, taken against past or present employees, and reasons for any such actions.

23 (c) In accordance with FRCP 5.2(d), social security numbers, taxpayer identification
24 numbers, birth dates, minor's names, and financial account numbers.

25 (d) Any portion of deposition transcripts and exhibits thereto, interrogatory responses,
26 admissions, or other discovery, testimony, or argument, or any other documents and things, and all
27 information otherwise obtained from a party pursuant to discovery and/or trial in this litigation which
28 contains to the Confidential Information described in paragraphs (a) through (b) above.

1 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
2 well as their support staff).

3 2.4 Designating Party: a Party or Non-Party that designates information or items that
4 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

5 2.5 Disclosure or Discovery Material: all items or information, regardless of the
6 medium or manner in which it is generated, stored, or maintained (including, among other things,
7 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
8 responses to discovery in this matter.

9 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
10 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
11 consultant in this action.

12 2.7 House Counsel: attorneys who are employees of a party to this action. House
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
15 entity not named as a Party to this action.

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

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

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

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

27 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
28 “CONFIDENTIAL.”

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

3 3. SCOPE

4 The protections conferred by this Stipulated Protective 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) any
7 testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected
8 Material. However, the protections conferred by this Stipulated Protective Order do not cover the
9 following information: (a) any information that is in the public domain at the time of disclosure to
10 a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party
11 through no unauthorized act or failure to act, or as a result of publication not involving a violation
12 of this Order; and (b) any information known to the Receiving Party prior to the disclosure or
13 obtained by the Receiving Party after the disclosure from a source who obtained the information
14 lawfully and under no obligation of confidentiality to the Designating Party.

15 4. DURATION

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

23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
25 or Non-Party that designates information or items for protection under this Order must take care
26 to limit any such designation to specific material that qualifies under the appropriate standards.
27 The Designating Party must designate for protection only those parts of material, documents,
28 items, or oral or written communications that qualify – so that other portions of the material,

1 documents, items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

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

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order,
7 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
8 protection under this Order must be clearly so designated before the material is disclosed or
9 produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic documents, but
12 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
13 Party affix the legend "CONFIDENTIAL" to each page that contains Protected Material.

14 A Party or Non-Party that makes original documents or materials available for inspection
15 need not designate them for protection until after the inspecting Party has indicated which
16 material it would like copied and produced. During the inspection and before the designation, all
17 of the material made available for inspection shall be deemed "CONFIDENTIAL." After the
18 inspecting Party has identified the documents it wants copied and produced, the Producing Party
19 must determine which documents qualify for protection under this Order. Then, before producing
20 the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each
21 page that contains Protected Material.

22 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
23 the Designating Party may identify on the record, before the close of the deposition, hearing, or
24 other proceeding, all protected testimony.

25 If the Party or Non-Party offering or sponsoring the testimony does not identify
26 protected testimony on the record, the Party or Non-Party that sponsors, offers, or gives the
27 testimony shall have up to thirty (30) calendar days following receipt of the final deposition
28 transcript to identify the specific portions of the testimony as to which protection is sought. Only

1 those portions of the testimony that are appropriately designated for protection within the thirty
2 (30) calendar days following receipt of the final deposition transcript shall be covered by the
3 provisions of this Order.

4 During the period commencing with a deposition session and ending thirty (30)
5 calendar days following receipt of the final deposition transcript, the Parties shall afford the
6 information disclosed therein the level of protection designated by the Designating Party. Only
7 persons authorized under the terms of this Order to receive Protected Material shall be present
8 during the portions of the deposition testimony so designated.

9 Transcript pages containing Protected Material must be separately bound by the
10 court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” as
11 instructed by the Party or Non-Party offering or sponsoring the witness or presenting the
12 testimony.

13 (c) In the case of information produced on electronic media, such as disks,
14 CDs, tapes, etc., designation shall be made by placing the “CONFIDENTIAL” legend on the
15 exterior of the disk, CD, tape, or other media, and such designation shall apply to all contents of
16 the disk, CD, tape or other media. When information is printed out from such media, the
17 Receiving Party shall ensure that each page of all copies of the printed-out material bears the
18 legend.

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

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
25 designate qualified information or items does not, standing alone, waive the Designating Party’s
26 right to secure protection under this Order for such material. Upon timely correction of a
27 designation, the Receiving Party must make reasonable efforts to assure that the material is
28 treated in accordance with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's
3 confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
4 economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its
5 right to challenge a confidentiality designation by electing not to mount a challenge promptly
6 after the original designation is disclosed.

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

19 6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality
20 designation after considering the justification offered by the Designating Party may file and serve
21 a motion that identifies the challenged material and sets forth in detail the basis for the challenge.
22 Each such motion must be accompanied by a competent declaration that affirms that the movant
23 has complied with the meet and confer requirements set forth in the preceding paragraph.

24 Until the Court rules on the challenge, all parties shall continue to afford the material in
25 question the level of protection to which it is entitled under the Producing Party's designation.

26 7. ACCESS TO AND USE OF PROTECTED MATERIAL

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
28 produced by another Party or by a Non-Party only in connection with this case and only for

1 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
2 disclosed only to the categories of persons and under the conditions described in this Order.
3 When the litigation has been terminated, a Receiving Party must comply with the provisions of
4 section 13 below (FINAL DISPOSITION).

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

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

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

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

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

17 (d) the court and its personnel;

18 (e) court reporters and their staff, and Professional Vendors to whom disclosure is
19 reasonably necessary for this litigation and who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A);

21 (f) during their depositions, witnesses in the action to whom disclosure is
22 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
23 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
24 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
25 separately bound by the court reporter and may not be disclosed to anyone except as permitted
26 under this Stipulated Protective Order.

27 (g) the author or the original source of the information.

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

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

6 (a) immediately, and in no event more than three court days after receiving the
7 subpoena or order, notify in writing the Designating Party. Such notification shall include a copy
8 of the subpoena or court order;

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

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

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

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

24 (a) The terms of this Order are applicable to information produced by a Non-
25 Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-
26 Parties in connection with this litigation is protected by the remedies and relief provided by this
27 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
28 additional protections.

(b) In the event that a Party is required, by a valid discovery request, to

1 produce a Non-Party's confidential information in its possession, and the Party is subject to an
2 agreement with the Non-Party not to produce the Non-Party's confidential information, then the
3 Party shall:

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

7 (2) promptly provide the Non-Party with a copy of this Stipulated
8 Protective Order, the relevant discovery request(s), and a reasonably specific description of the
9 information requested; and

10 (3) make the Non-Party's confidential information requested available
11 for inspection by the Non-Party.

12 (c) If the Non-Party fails to object or seek a protective order from this Court
13 within 14 days of receiving the notice and accompanying information, the Receiving Party may
14 produce the Non-Party's confidential information responsive to the discovery request. If the Non-
15 Party timely seeks a protective order, the Receiving Party shall not produce any information in its
16 possession or control that is subject to the confidentiality agreement with the Non-Party before a
17 determination by the court.¹ Absent a court order to the contrary, the Non-Party shall bear the
18 burden and expense of seeking protection of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
21 Material to any person or in any circumstance not authorized under this Order, the Receiving
22 Party must immediately (a) notify in writing the Designating Party of the unauthorized
23 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
24 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
25

26 _____
27 ¹ The purpose of this provision is to alert the interested parties to the existence of confidentiality
28 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
interests.

1 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
2 Be Bound” that is attached hereto as Exhibit A.

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

5 When a Producing Party gives notice to Receiving Parties that certain inadvertently
6 produced material is subject to a claim of privilege or other protection, the obligations of the
7 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
10 seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this Order no Party
12 waives any right it otherwise would have to object to disclosing or producing any information or
13 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
14 any right to object on any ground to use in evidence of any of the material covered by this
15 Protective Order.

16 12.3 Filing Protected Material. Without written permission from the Designating Party
17 or a court order secured after appropriate notice to all interested persons, a Party may not file in
18 the public record in this action any Protected Material. A Party that seeks to file under seal any
19 Protected Material must comply with Local Rule 141 and General Order 164. Protected Material
20 may only be filed under seal pursuant to a court order authorizing the sealing of the specific
21 Protected Material at issue.

22 13. FINAL DISPOSITION

23 Unless otherwise ordered or agreed in writing by the Producing Party, within 60 days after
24 the final disposition of this action, as defined in Paragraph 4, each Receiving Party must return all
25 Protected Material to the Producing Party or destroy such material. As used in this subdivision,
26 “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other
27 format reproducing or capturing any of the Protected Material. Whether the Protected Material is
28 returned or destroyed, the Receiving Party must submit a written certification to the Producing

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

11 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

12 R. REX PARRIS LAW FIRM

13 THE DOWNEY LAW FIRM, LLC

14
15 DATED: July 23, 2012

s/ Daniel Patrick Hunt

One of the Attorneys for Plaintiffs

17 MECKLER BULGER TILSON MARICK &
18 PEARSON LLP

19 DATED: July 23, 2012

s/ Jason E. Barsanti

One of the Attorneys for Defendant
CARGILL MEAT SOLUTIONS CORP.

22 **ORDER**

23 IT IS HEREBY ORDERED that the Stipulated Protective Order is APPROVED.

24 IT IS SO ORDERED.

25 Dated: July 27, 2012

/s/ Sheila K. Oberto

UNITED STATES MAGISTRATE JUDGE

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 Eastern District of California on [date] in the case of *Barbosa, et al. v.*
Cargill Meat Solutions Corp., Case No. 1:11-cv-00275-OWW-SKO. 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 Eastern 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: _____
[printed name]

Signature: _____
[signature]

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