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23 JUAN TREVINO

24 UNITED STATES DISTRICT COURT  
25 EASTERN DISTRICT OF CALIFORNIA

26 JUAN TREVINO, an individual, on behalf of  
27 himself and all others similarly situated,

28 Plaintiff,

vs.

GOLDEN STATE FC, LLC, a Delaware  
Limited Liability Company; AMAZON.COM,  
INC., a Delaware Corporation, and DOES 1  
through 10,

Defendants.

Case No. 1:18-cv-00120-DAD-MJS

**STIPULATED PROTECTIVE ORDER**

Complaint Filed: July 12, 2017

1           **IT IS HEREBY STIPULATED**, pursuant to Rule 26 of the Federal Rules of Civil  
2 Procedure and Local Rule 141.1 of the Local Rules of the District Court for the Eastern District  
3 of California, by and between Plaintiff Juan Trevino (“Plaintiff”) on behalf of himself and all  
4 others similarly situated and Defendants Golden State FC LLC and Amazon.com, Inc.  
5 (“Defendants”) (collectively, the “Parties”), by and through their respective undersigned counsel  
6 of record, that in order to facilitate the exchange of information and documents which may be  
7 subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy  
8 rights, the Parties respectfully request that the Court sign and enter the [Proposed] Order  
9 following this Stipulated Protective Order to govern the production of documents and the conduct  
10 of discovery in this action.

11       **1. PURPOSES AND LIMITATIONS**

12           Disclosure and discovery activity in this action are likely to involve production of  
13 confidential, proprietary, or private information for which special protection from public  
14 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
15 Accordingly, the Parties hereby stipulate to and petition the court to enter the following Stipulated  
16 Protective Order. The Parties acknowledge that this Order does not confer blanket protections on  
17 all disclosures or responses to discovery and that the protection it affords from public disclosure  
18 and use extends only to the limited information or items that are entitled to confidential treatment  
19 under the applicable legal principles. The Parties further acknowledge, as set forth in Section  
20 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential  
21 information under seal; Local Rule 141 sets forth the procedures that must be followed and the  
22 standards that will be applied when a party seeks permission from the court to file material under  
23 seal.

24       **2. DEFINITIONS**

25           2.1       **Challenging Party:** a Party or Non-Party that challenges the designation of  
26 information or items under this Order.  
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1           2.2    **“CONFIDENTIAL” Information or Items:** information (regardless of how it is  
2 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
3 of Civil Procedure 26(c).

4           2.3    **Counsel (without qualifier):** Outside Counsel of Record and House Counsel (as  
5 well as their support staff).

6           2.4    **Designating Party:** a Party or Non-Party that designates information or items that  
7 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

12          2.6    **Expert:** a person with specialized knowledge or experience in a matter pertinent  
13 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as  
14 a consultant in this action.

15          2.7    **House Counsel:** attorneys who are employees of a party to this action. House  
16 Counsel does not include Outside Counsel of Record or any other outside counsel.

17          2.8    **Non-Party:** any natural person, partnership, corporation, association, or other  
18 legal entity not named as a Party to this action.

19          2.9    **Outside Counsel of Record:** attorneys who are not employees of a party to this  
20 action but are retained to represent or advise a party to this action and have appeared in this action  
21 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

22          2.10 **Party:** any party to this action, including all of its officers, directors, employees,  
23 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

24          2.11 **Producing Party:** a Party or Non-Party that produces Disclosure or Discovery  
25 Material in this action.

26          2.12 **Professional Vendors:** persons or entities that provide litigation support services  
27 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
28

1 organizing, storing, or retrieving data in any form or medium) and their employees and  
2 subcontractors.

3 2.13 **Protected Material:** any Disclosure or Discovery Material that is designated as  
4 “CONFIDENTIAL.”

5 2.14 **Receiving Party:** a Party that receives Disclosure or Discovery Material from a  
6 Producing Party.

7 **3. SCOPE**

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

20 **4. DURATION**

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

1       **5. DESIGNATING PROTECTED MATERIAL**

2           5.1       **Exercise of Restraint and Care in Designating Material for Protection.** Each  
3 Party or Non-Party that designates information or items for protection under this Order must take  
4 care to limit any such designation to specific material that qualifies under the appropriate  
5 standards. The Designating Party must designate for protection only those parts of material,  
6 documents, items, or oral or written communications that qualify. Mass, indiscriminate, or  
7 routinized designations are prohibited.

8           If Designating Party learns that information or items that it designated for protection do  
9 not qualify for protection, that Designating Party must promptly notify all other Parties that it is  
10 withdrawing the mistaken designation.

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

15           Designation in conformity with this Order requires:

16                   (a)       for information in documentary form (e.g., paper or electronic documents,  
17 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
18 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a  
19 portion or portions of the material on a page qualifies for protection, the Producing Party also  
20 must 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 or materials available for inspection  
23 need not designate them for protection until after the inspecting Party has indicated which  
24 material it would like copied and produced. During the inspection and before the designation, all  
25 the material made available for inspection shall be deemed “CONFIDENTIAL.” After the  
26 inspecting Party has identified the documents it wants copied and produced, the Producing Party  
27 must determine which documents, or portions thereof, qualify for protection under this Order.  
28 Then, before producing the specified documents, the Producing Party must affix the

1 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or  
2 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
3 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

4 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
5 that the Designating Party shall either (1) identify on the record, before the close of the  
6 deposition, hearing, or other proceeding, all protected testimony, or (2) designate the entirety of  
7 the testimony as “confidential” (before the proceedings is concluded) with the right to identify  
8 more specific portions of the testimony as to which protection is sought within 30 days following  
9 receipt of the deposition transcript.

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

15 5.3 **Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to  
16 designate qualified information or items does not waive the Designating Party’s right to secure  
17 protection under this Order for such material. Upon timely correction of a designation, the  
18 Receiving Party must make reasonable efforts to assure that the material is treated in accordance  
19 with the provisions of this Order. The Receiving Party shall also promptly destroy or return the  
20 inadvertently produced material, and all copies thereof, and shall retain only the materials  
21 designated as “confidential.”

## 22 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 6.1 **Timing of Challenges.** Any Party or Non-Party may challenge a designation of  
24 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
25 designation is necessary to avoid substantial unfairness, unnecessary economic burdens, or a  
26 significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
27 confidentiality designation by electing not to mount a challenge promptly after the original  
28 designation is disclosed.

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

14           6.3    **Judicial Intervention.** If the Parties cannot resolve a challenge without court  
15 intervention, the Designating Party shall file and serve a motion to retain confidentiality (and in  
16 compliance with Local Rule 141, if applicable) within 30 calendar days of the initial notice of  
17 challenge or within 21 calendar days of the Parties agreeing that the meet and confer process will  
18 not resolve their dispute, whichever is later. Each such motion must be accompanied by a  
19 competent declaration affirming that the movant has complied with the meet and confer  
20 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such  
21 a motion including the required declaration within 30 calendar days (or 21 calendar days, if  
22 applicable) shall automatically waive the confidentiality designation for each challenged  
23 designation. In addition, the Challenging Party may file a motion challenging a confidentiality  
24 designation at any time if there is good cause for doing so, including a challenge to the  
25 designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this  
26 provision must be accompanied by a competent declaration affirming that the movant has  
27 complied with the meet and confer requirements imposed by the preceding paragraph.

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

8 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

9 7.1 **Basic Principles.** A Receiving Party may use Protected Material that is disclosed  
10 or produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
11 defending, or attempting to settle this litigation, and for no other purposes and no other client.  
12 Such Protected Material may be disclosed only to the categories of persons and under the  
13 conditions described in this Order. When the litigation has been terminated, a Receiving Party  
14 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

17 7.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise  
18 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
19 disclose any information or item designated "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
21 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
22 information for this litigation and who have signed the "Acknowledgment and Agreement to Be  
23 Bound" that is attached hereto as Exhibit A;

24 (b) the officers, directors, and employees (including House Counsel) of the  
25 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
26 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);  
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1 (c) Experts (as defined in this Order) (i) to whom disclosure is reasonably  
2 necessary for this litigation and (ii) who have signed the “Acknowledgment and Agreement to Be  
3 Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) court reporters and their staff, professional jury or trial consultants, mock  
6 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation  
7 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

14 (g) the author or recipient of a document containing the information or a  
15 custodian or other person who otherwise possessed or knew the information.

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
17 **OTHER LITIGATION**

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

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

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

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

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

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

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

15 (b) If a Party is required, by a valid discovery request, to produce a Non-  
16 Party’s confidential information in its possession, and the Party is subject to an agreement with  
17 the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

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

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

24 3) make the information requested available for inspection by the  
25 Non-Party.

26 (c) If the Non-Party fails to object or seek a protective order from this court  
27 within 14 days of receiving the notice and accompanying information, the Receiving Party may  
28 produce the Non-Party’s confidential information responsive to the discovery request. If the Non-

1 Party timely seeks a protective order, the Receiving Party shall not produce any information in its  
2 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
3 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the  
4 burden and expense of seeking protection in this court of its Protected Material.

5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

13 **11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

14 The Parties specifically incorporate by reference the Stipulated Rule 502(d) Order  
15 concurrently submitted to the Court.

16 **12. MISCELLANEOUS**

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

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

24 12.3 **Filing Protected Material.** Without written permission from the Designating  
25 Party or a court order secured after appropriate notice to all interested persons, a Party may not  
26 file in the public record in this action any Protected Material. A Party that seeks to file under seal  
27 any Protected Material must comply with Local Rule 141. Protected Material may only be filed  
28 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at

1 issue. Pursuant to Local Rule 141, a sealing order will issue only upon a request establishing that  
2 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to  
3 protection under the law. If a Receiving Party's request to file Protected Material under seal  
4 pursuant to Local Rule is denied by the court, then the Receiving Party may file the information  
5 in the public record pursuant to Local Rule 141 unless otherwise instructed by the court.

6 **13. FINAL DISPOSITION**

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

22 **IT IS SO STIPULATED.**

23  
24 Dated: March 12, 2018

PETER R. DION-KINDEM, P.C.

25  
26 By */s/ Peter R. Dion-Kindem*

27 Peter R. Dion-Kindem  
28 Attorney for Plaintiff  
JUAN TREVINO

1 Dated: March 12, 2018

MORGAN, LEWIS & BOCKIUS LLP

2  
3 By /s/ Roberta H. Kuehne

4 Barbara J. Miller  
5 Roberta H. Kuehne  
6 Joel M. Purles  
7 Attorneys for Defendants  
8 GOLDEN STATE FC LLC and AMAZON.COM, INC.

9 I attest that I have obtained Peter R. Dion-Kindem's concurrence in the filing of this  
10 document.

11 /s/ Roberta H. Kuehne

12 Roberta H. Kuehne

13 **PURSUANT TO STIPULATION,**

14 **IT IS SO ORDERED.**

15 Dated: March 12, 2018

16 /s/ Michael J. Seng

17 UNITED STATES 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 Eastern District of California on [date]  
in the case of *Trevino v Golden State FC LLC, et al.* (Case No. 1:18-cv-00120-DAD-MJS). 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: \_\_\_\_\_

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