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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

B.V., a minor, by and through his guardian ad litem, DONALD VILLARREAL and JAMES GREGORY, individually and as the Successor in Interest of the Estate of Larra Ann Gillis,

Plaintiffs,

vs.

BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, et al.,

Defendants.

No. 2:17-mc-0151 TLN DB

STIPULATION AND PROTECTIVE ORDER RE RECORDS FROM CALIFORNIA DEPARTMENT OF CORRECTIONS

COME NOW, Plaintiffs, B.V., a minor, by and through his guardian ad litem, Donald Villarreal, and James Gregory, and Defendants Board of Trustees for California State University, which is the State of California, acting in its higher education capacity, Officer Robin Leland, Corporal Carolyn Peliova, and Corporal Daniel Andrada (collectively referred to as “CSU Defendants”) and stipulate as follows:

1. The CSU Defendants subpoenaed certain records pertaining to Larra

1 Gillis from the California Department of Corrections. The plaintiffs objected to
2 the subpoenas and filed a motion to quash, which was heard by this Court on
3 December 29, 2017.

4 2. Following the hearing on the motion, the Court granted the motion, in
5 part, and modified the subpoena to permit production of the following records:
6 “*Any abstracts of judgment, movement and transfer records, medical requests,*
7 *disciplinary records, administrative hearing files, investigative materials, reports*
8 *of criminal conduct and any related investigative reports, and visitor requests*
9 *forms pertaining to Larra Ann Gillis from December 4, 2005 to December 4,*
10 *2015.” See 1/2/18 Order (Doc. 11).*

11 3. The Court further ordered the parties to submit a proposed protective
12 order that governs the production of these documents. Id.

13 4. Pursuant to the Court’s order, the parties to this action submit the
14 following proposed protective order.

15 **PROPOSED PROTECTIVE ORDER**

16 1. **PURPOSES AND LIMITATIONS**

17 Disclosure of the records subpoenaed from the California Department of
18 Corrections may involve production of confidential, proprietary, or private
19 information for which special protection from public disclosure and from use for
20 any purpose other than prosecuting the litigation in the civil litigation entitled
21 Brandon Villarreal, et al. v. County of Monterey, et al., filed in the United States
22 District Court, Northern District of California, bearing case number CV16-6672
23 LHK (SVKx) (hereinafter referred to as the “Civil Action”) may be warranted.
24 Accordingly, the parties hereby stipulate to and petition the court to enter the
25 following Stipulated Protective Order. The parties acknowledge that this Order
26 does not confer blanket protections on all disclosures or responses to discovery and
27 that the protection it affords from public disclosure and use extends only to the
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1 limited information or items that are entitled to confidential treatment under the
2 applicable legal principles. The parties further acknowledge, as set forth in Section
3 12.3, below, that this Stipulated Protective Order does not entitle them to file
4 confidential information under seal; Eastern District Local Rule 141 sets forth the
5 procedures that must be followed and the standards that will be applied when a
6 party seeks permission from the court to file material under seal.

7 **2. DEFINITIONS**

8 2.1 Challenging Party: a Party or Non-Party that challenges the
9 designation of information or items under this Order.

10 2.2 “CONFIDENTIAL” Information or Items: information that is
11 produced by the California Department of Corrections, subject to this Court’s
12 order dated January 2, 2018 (regardless of how it is generated, stored or
13 maintained).

14 2.3 Counsel (without qualifier): Outside Counsel of Record and House
15 Counsel (as well as their support staff).

16 2.4 Designating Party: a Party or Non-Party that designates information
17 or items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL.”

19 2.5 Disclosure or Discovery Material: the information from the
20 California Department of Corrections, regardless of the medium or manner in
21 which it is generated, stored, or maintained (including, among other things,
22 testimony, transcripts, and tangible things), that are produced or generated in
23 disclosures or responses to discovery in the Civil Action.

24 2.6 Expert: a person with specialized knowledge or experience in a
25 matter pertinent to the litigation who has been retained by a Party or its counsel to
26 serve as an expert witness or as a consultant in the Civil Action.

1 2.7 House Counsel: attorneys who are employees of a party to the Civil
2 Action. House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 2.8 Non-Party: any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to the Civil Action.

6 2.9 Outside Counsel of Record: attorneys who are not employees of a
7 party to the Civil Action but are retained to represent or advise a party to the Civil
8 Action and have appeared in the Civil Action on behalf of that party or are
9 affiliated with a law firm which has appeared on behalf of that party.

10 2.10 Party: any party to the Civil Action, including all of its officers,
11 directors, employees, consultants, retained experts, and Outside Counsel of Record
12 (and their support staffs).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in the Civil Action.

15 2.12 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.13 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.14 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 3. SCOPE

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

12 4. DURATION

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

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection under
24 this Order must take care to limit any such designation to specific material that
25 qualifies under the appropriate standards. The Designating Party must designate
26 for protection only those parts of material, documents, items, or oral or written
27 communications that qualify – so that other portions of the material, documents,
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1 items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations
4 that are shown to be clearly unjustified or that have been made for an improper
5 purpose (e.g., to unnecessarily encumber or retard the case development process or
6 to impose unnecessary expenses and burdens on other parties) expose the
7 Designating Party to sanctions.

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

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

16 Designation in conformity with this Order requires:

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

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

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

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

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive
20 the Designating Party’s right to secure protection under this Order for such
21 material. Upon timely correction of a designation, the Receiving Party must make
22 reasonable efforts to assure that the material is treated in accordance with the
23 provisions of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

21 6.3 Judicial Intervention. If the Parties cannot resolve a challenge
22 without court intervention, the Designating Party shall file and serve a motion to
23 retain confidentiality under Eastern District Local Rule 230 (and in compliance
24 with Eastern District Local Rule 141, if applicable) within 21 days of the initial
25 notice of challenge or within 14 days of the parties agreeing that the meet and
26 confer process will not resolve their dispute, whichever is earlier. Each such
27 motion must be accompanied by a competent declaration affirming that the movant
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1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in the Civil Action, as
9 well as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this litigation and who have signed the
11 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
12 A;

13 (b) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this litigation and
15 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this litigation 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, professional jury or trial consultants,
21 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
22 for this litigation and who have signed the “Acknowledgment and Agreement to
23 Be Bound” (Exhibit A);

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

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

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in the Civil Action
10 as “CONFIDENTIAL,” that Party must:

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

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

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

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

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

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in the Civil Action and designated as "CONFIDENTIAL." Such
5 information produced by Non-Parties in connection with this litigation is protected
6 by the remedies and relief provided by this Order. Nothing in these provisions
7 should be construed as prohibiting a Non-Party from seeking additional
8 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
15 with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
17 Order in this litigation, 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.

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

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

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

7 12.3 Filing Protected Material. Without written permission from the
8 Designating Party or a court order secured after appropriate notice to all interested
9 persons, a Party may not file in the public record in the Civil Action any Protected
10 Material. A Party that seeks to file under seal any Protected Material must comply
11 with Eastern District Local Rule 141. Protected Material may only be filed under
12 seal pursuant to a court order authorizing the sealing of the specific Protected
13 Material at issue. Pursuant to Eastern District Local Rule 141, a sealing order will
14 issue only upon a request establishing that the Protected Material at issue is
15 privileged, protectable as a trade secret, or otherwise entitled to protection under
16 the law. If a Receiving Party's request to file Protected Material under seal
17 pursuant to Eastern District Local Rule 141 is denied by the court, then the
18 Receiving Party may file the information in the public record unless otherwise
19 instructed by the court.

20 13. FINAL DISPOSITION

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

12 *** * * End of Proposed Protective Order * * ***

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15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16
17 DATED: January 3, 2018 ARIAS SANGUINETTI STAHL & TORRIJOS

18 */s/ Jamie G. Goldstein*

19 By: _____

20 Elise R. Sanguinetti

21 Jamie G. Goldstein

22 Attorneys for Plaintiffs

23 DATED: January 3, 2018

24 CARPENTER, ROTHANS & DUMONT

25 */s/ Jill Williams*

26 By: _____

27 Steven J. Rothans

28 Jill Williams

Attorneys for Defendant

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ORDER

Pursuant to the parties’ stipulation, IT IS SO ORDERED.

IT IS FURTHER ORDERED THAT:

1. Requests to seal documents shall be made by motion before the same judge who will decide the matter related to that request to seal.

2. The designation of documents (including transcripts of testimony) as confidential pursuant to this order does not automatically entitle the parties to file such a document with the court under seal. Parties are advised that any request to seal documents in this district is governed by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires that “[t]he ‘Request to Seal Documents’ shall set forth the statutory or other authority for sealing, the requested duration, the identity, by name or category, of persons to be permitted access to the document, and all relevant information.” L.R. 141(b) (emphasis added).

3. A request to seal material must normally meet the high threshold of showing that “compelling reasons” support secrecy; however, where the material is, at most, “tangentially related” to the merits of a case, the request to seal may be granted on a showing of “good cause.” Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial – such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

5. With respect to motions regarding any disputes concerning this protective order which the parties cannot informally resolve, the parties shall follow the procedures outlined in Local Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex parte basis or on shortened time.


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1 6. The parties may not modify the terms of this Protective Order without the court's
2 approval. If the parties agree to a potential modification, they shall submit a stipulation and
3 proposed order for the court's consideration.

4 7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement
5 of the terms of this Protective Order after the action is terminated.

6 8. Any provision in the parties' stipulation that is in conflict with anything in this order
7 is hereby DISAPPROVED.

8 Dated: January 22, 2018

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12 DEBORAH BARNES
13 UNITED STATES MAGISTRATE JUDGE
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1 **EXHIBIT A**

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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4 I, _____ [print or type full name], of
5 _____ [print or
6 type full address], declare under penalty of perjury that I have read in its entirety
7 and understand the Stipulated Protective Order that was issued by the United
8 States District Court for the Eastern District of California in the case of B.V., etc.
9 v. Board of Trustees of the California State University, et al., bearing case number
10 2:17-MC-0151 TLN (DBx). I agree to comply with and to be bound by all the
11 terms of this Stipulated Protective Order and I understand and acknowledge that
12 failure to so comply could expose me to sanctions and punishment in the nature of
13 contempt. I solemnly promise that I will not disclose in any manner any
14 information or item that is subject to this Stipulated Protective Order to any person
15 or entity except in strict compliance with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District
17 Court for the Northern District of California for the purpose of enforcing the terms
18 of this Stipulated Protective Order, even if such enforcement proceedings occur
19 after termination of this action.

20 I hereby appoint _____ [print or type full name] of
21 _____ [print or type full address and
22 telephone number] as my California agent for service of process in connection with
23 this action or any proceedings related to enforcement of this Stipulated Protective
24 Order.

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26 Date: _____

27 City and State where sworn and signed: _____

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Printed name: _____

Signature: _____