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16 UNITED STATES DISTRICT COURT  
 17 NORTHERN DISTRICT OF CALIFORNIA

18 BROWMAN FAMILY VINEYARDS,  
 19 INC.

CASE NO. C 09-01070 JSW (EMC)  
 CASE NO. C 09-02470 JSW (EMC)

20 Plaintiff,

(related cases)

21 vs.

22 CAVIT CANTINA VITICOLTORI  
 23 CONSORZIO CANTINE SOCIALI DEL  
 24 TRENTINO SOCIETA COOPERATIVA

**STIPULATED PROTECTIVE ORDER**

25 Defendant.

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2 CAVIT CANTINA VITICOLTORI  
3 CONSORZIO CANTINE SOCIALI DEL  
4 TRENTINO SOCIETA COOPERATIVA,

5 Counterclaimant,

6 vs.

7 BROWMAN FAMILY VINEYARDS,  
8 INC.

9 Counterdefendant.

10  
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 would 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 extends only to the  
18 limited information or items that are entitled under the applicable legal principles to treatment as  
19 confidential. The parties further acknowledge, as set forth in Section 10, below, that this  
20 Stipulated Protective Order creates no entitlement to file confidential information under seal;  
21 Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards  
22 that will be applied when a party seeks permission from the court to file material under seal.

23 2. DEFINITIONS.

24 2.1 Party: any party to this action, including all of its officers, directors,  
25 employees, consultants, retained experts, and outside counsel (and their support staff).

26 2.2 Disclosure or Discovery Material: all items or information, regardless of the  
27 medium or manner generated, stored, or maintained (including, among other things, testimony,  
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1 transcripts, or tangible things) that are produced or generated in disclosures or responses to  
2 discovery in this matter.

3 2.3 “Confidential” Information or Items: information (regardless of how generated,  
4 stored or maintained) or tangible things that qualify for protection under standards developed  
5 under F.R.Civ.P. 26(c).

6 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items: extremely  
7 sensitive “Confidential Information or Items” whose disclosure to another Party or nonparty  
8 would create a substantial risk of serious injury that could not be avoided by less restrictive  
9 means.

10 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
11 Producing Party.

12 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery  
13 Material in this action.

14 2.7. Designating Party: a Party or non-party that designates information or items  
15 that it produces in disclosures or in responses to discovery as “Confidential” or “Highly  
16 Confidential — Attorneys’ Eyes Only.”

17 2.8 Protected Material: any Disclosure or Discovery Material that is designated as  
18 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

19 2.9. Outside Counsel: attorneys who are not employees of a Party but who are  
20 retained to represent or advise a Party in this action.

21 2.10 House Counsel: attorneys who are employees of a Party.

22 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as  
23 their support staffs).

24 2.12 Expert: a person with specialized knowledge or experience in a matter  
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
26 witness or as a consultant in this action and who is not a past or a current employee of a Party or  
27 of a competitor of a Party’s and who, at the time of retention, is not anticipated to become an  
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1 employee of a Party or a competitor of a Party's. This definition includes a professional jury or  
2 trial consultant retained in connection with this litigation.

3 2.13 Expert Competitor: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
5 expert witness or as a consultant in this action and who is a direct competitor, or employed by a  
6 direct competitor of a Party or is affiliated with any enterprise that is in a position to commercially  
7 exploit information marked "Highly Confidential – Attorneys' Eyes Only."

8 2.14 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;  
10 organizing, storing, retrieving data in any form or medium; etc.) and their employees and  
11 subcontractors.

12 3. SCOPE.

13 The protections conferred by this Stipulation and Order cover not only Protected Material  
14 (as defined above), but also any information copied or extracted therefrom, as well as all copies,  
15 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by  
16 parties or counsel to or in court or in other settings that might reveal Protected Material.

17 4. DURATION.

18 Even after the termination of this litigation, the confidentiality obligations imposed by this  
19 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
20 otherwise directs.

21 5. DESIGNATING PROTECTED MATERIAL.

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
23 Party or non-party that designates information or items for protection under this Order must take  
24 care to limit any such designation to specific material that qualifies under the appropriate  
25 standards. A Designating Party must take care to designate for protection only those parts of  
26 material, documents, items, or oral or written communications that qualify – so that other portions  
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1 of the material, documents, items, or communications for which protection is not warranted are  
2 not swept unjustifiably within the ambit of this Order.

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

7 If it comes to a Party's or a non-party's attention that information or items that it  
8 designated for protection do not qualify for protection at all, or do not qualify for the level of  
9 protection initially asserted, that Party or non-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 material that qualifies for protection under this Order must be clearly so designated before the  
14 material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (apart from transcripts of  
17 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend  
18 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at the top  
19 of each page that contains protected material. If only a portion or portions of the material on a  
20 page qualifies for protection, the Producing Party also must clearly identify the protected  
21 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each  
22 portion, the level of protection being asserted (either "CONFIDENTIAL" or "HIGHLY  
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY").

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 Party has indicated  
26 which material it would like copied and produced. During the inspection and before the  
27 designation, all of the material made available for inspection shall be deemed "HIGHLY  
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1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the  
2 documents it wants copied and produced, the Producing Party must determine which documents,  
3 or portions thereof, qualify for protection under this Order, then, before producing the specified  
4 documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or  
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that  
6 contains Protected Material. If only a portion or portions of the material on a page qualifies for  
7 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by  
8 making appropriate markings in the margins) and must specify, for each portion, the level of  
9 protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
10 ATTORNEYS’ EYES ONLY”).

11 (b) for testimony given in deposition or in other pretrial or trial  
12 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the  
13 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,  
14 and further specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL –  
15 ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each portion of  
16 testimony that is entitled to protection, and when it appears that substantial portions of the  
17 testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the  
18 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to  
19 have up to 20 days to identify the specific portions of the testimony as to which protection is  
20 sought and to specify the level of protection being asserted (“CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that  
22 are appropriately designated for protection within the 20 days shall be covered by the provisions  
23 of this Stipulated Protective Order.

24 Transcript pages containing Protected Material must be separately bound  
25 by the court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL”  
26 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or  
27 nonparty offering or sponsoring the witness or presenting the testimony.

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1 (c) for information produced in some form other than documentary, and for  
2 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
3 container or containers in which the information or item is stored the legend “CONFIDENTIAL”  
4 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the  
5 information or item warrant protection, the Producing Party, to the extent practicable, shall  
6 identify the protected portions, specifying whether they qualify as “Confidential” or as “Highly  
7 Confidential – Attorneys’ Eyes Only.”

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
9 designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys’  
10 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection  
11 under this Order for such material. If material is appropriately designated as “Confidential” or  
12 “Highly Confidential – Attorneys’ Eyes Only” after the material was initially produced, the  
13 Receiving Party, on timely notification of the designation, must make reasonable efforts to assure  
14 that the material is treated in accordance with the provisions of this Order.

## 15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

16 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s  
17 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
18 economic burdens, or a later significant disruption or delay of the litigation, a Party does not  
19 waive its right to challenge a confidentiality designation by electing not to mount a challenge  
20 promptly after the original designation is disclosed.

21 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating  
22 Party’s confidentiality designation must do so in good faith and must begin the process by  
23 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)  
24 with counsel for the Designating Party. In conferring, the challenging Party must explain the basis  
25 for its belief that the confidentiality designation was not proper and must give the Designating  
26 Party an opportunity to review the designated material, to reconsider the circumstances, and, if no  
27 change in designation is offered, to explain the basis for the chosen designation. A challenging  
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1 Party may proceed to the next stage of the challenge process only if it has engaged in this meet  
2 and confer process first.

3           6.3 Judicial Intervention. A Party that elects to press a challenge to a  
4 confidentiality designation after considering the justification offered by the Designating Party  
5 may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule  
6 79-5, if applicable) that identifies the challenged material and sets forth in detail the basis for the  
7 challenge. Each such motion must be accompanied by a competent declaration that affirms that  
8 the movant has complied with the meet and confer requirements imposed in the preceding  
9 paragraph and that sets forth with specificity the justification for the confidentiality designation  
10 that was given by the Designating Party in the meet and confer dialogue.

11           The burden of persuasion in any such challenge proceeding shall be on the  
12 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the  
13 material in question the level of protection to which it is entitled under the Producing Party's  
14 designation.

15           7. ACCESS TO AND USE OF PROTECTED MATERIAL.

16           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a non-party in connection with this case only for  
18 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
19 disclosed only to the categories of persons and under the conditions described in this Order.  
20 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
21 section 11, below (FINAL DISPOSITION).

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

25           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
26 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
27 disclose any information or item designated CONFIDENTIAL only to:  
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1 (a) the Receiving Party's Outside Counsel of record in this action, as well  
2 as employees of said Counsel to whom it is reasonably necessary to disclose the information for  
3 this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is  
4 attached hereto as Exhibit A;

5 (b) the officers, directors, and employees (including House Counsel) of the  
6 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
7 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

8 (c) experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
10 Bound by Protective Order" (Exhibit A);

11 (d) the Court and its personnel;

12 (e) court reporters, their staffs, and professional vendors to whom  
13 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
14 Bound by Protective Order" (Exhibit A);

15 (f) during their depositions, witnesses in the action to whom disclosure is  
16 reasonably necessary and who have signed the "Agreement to Be Bound by Protective Order"  
17 (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal  
18 Protected Material must be separately bound by the court reporter and may not be disclosed to  
19 anyone except as permitted under this Stipulated Protective Order.

20 (g) the author of the document or the original source of the information.

21 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
22 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
23 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY  
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

25 (a) the Receiving Party's Outside Counsel of record in this action, as well  
26 as employees of said Counsel to whom it is reasonably necessary to disclose the information for  
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1 this litigation and who have signed the “Agreement to Be Bound by Protective Order” that is  
2 attached hereto as Exhibit A;

3 (b) House Counsel of a Receiving Party (1) who has no involvement in  
4 competitive decision-making, (2) to whom disclosure is reasonably necessary for this litigation,  
5 and (3) who has signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

6 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably  
7 necessary for this litigation, (2) who have signed the “Agreement to Be Bound by Protective  
8 Order” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have  
9 been followed;

10 (d) the Court and its personnel;

11 (e) court reporters, their staffs, and professional vendors to whom  
12 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be  
13 Bound by Protective Order” (Exhibit A); and

14 (f) the author of the document or the original source of the information.

15 7.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –  
16 ATTORNEYS’ EYES ONLY” Information or Items to “Expert Competitors”.

17 (a) Unless otherwise ordered by the court or agreed in writing by the  
18 Designating Party, a Party that seeks to disclose to an “Expert Competitor” (as defined in this  
19 Order) any information or item that has been designated “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY” first must make a written request to the Designating Party that (1)  
21 identifies the specific HIGHLY CONFIDENTIAL information that the Receiving Party seeks  
22 permission to disclose to the Expert Competitor, (2) sets forth the full name of the Expert  
23 Competitor and the city and state of his or her primary residence, (3) attaches a copy of the Expert  
24 Competitor’s current resume, (4) identifies the Expert Competitor’s current employer(s), (5)  
25 identifies each person or entity from whom the Expert Competitor has received compensation for  
26 work in his or her areas of expertise or to whom the expert has provided professional services at  
27 any time during the preceding five years, and (6) identifies (by name and number of the case,  
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1 filing date, and location of court) any litigation in connection with which the Expert Competitor  
2 has provided any professional services during the preceding five years.

3 (b) A Party that makes a request and provides the information specified in  
4 the preceding paragraph may disclose the subject Protected Material to the identified Expert  
5 Competitor unless, within seven court days of delivering the request, the Party receives a written  
6 objection from the Designating Party. Any such objection must set forth in detail the grounds on  
7 which it is based.

8 (c) A Party that receives a timely written objection must meet and confer  
9 with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by  
10 agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert  
11 Competitor may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil  
12 Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must  
13 describe the circumstances with specificity, set forth in detail the reasons for which the disclosure  
14 to the Expert Competitor is reasonably necessary, assess the risk of harm that the disclosure  
15 would entail and suggest any additional means that might be used to reduce that risk. In addition,  
16 any such motion must be accompanied by a competent declaration in which the movant describes  
17 the parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet  
18 and confer discussions) and sets forth the reasons advanced by the Designating Party for its  
19 refusal to approve the disclosure.

20 In any such proceeding the Party opposing disclosure to the Expert  
21 Competitor shall bear the burden of proving that the risk of harm that the disclosure would entail  
22 (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected  
23 Material to its Expert Competitor.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
25 LITIGATION.

26 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
27 would compel disclosure of any information or items designated in this action as  
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1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the  
2 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately  
3 and in no event more than three court days after receiving the subpoena or order. Such  
4 notification must include a copy of the subpoena or court order.

5 The Receiving Party also must immediately inform in writing the Party who caused the  
6 subpoena or order to issue in the other litigation that some or all the material covered by the  
7 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must  
8 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that  
9 caused the subpoena or order to issue.

10 The purpose of imposing these duties is to alert the interested parties to the existence of  
11 this Protective Order and to afford the Designating Party in this case an opportunity to try to  
12 protect its confidentiality interests in the court from which the subpoena or order issued. The  
13 Designating Party shall bear the burdens and the expenses of seeking protection in that court of its  
14 confidential material – and nothing in these provisions should be construed as authorizing or  
15 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

16 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

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

24 10. FILING PROTECTED MATERIAL.

25 Without written permission from the Designating Party or a court order secured after  
26 appropriate notice to all interested persons, a Party may not file in the public record in this action  
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1 any Protected Material. A Party that seeks to file under seal any Protected Material must comply  
2 with Civil Local Rule 79-5.

3 11. FINAL DISPOSITION.

4 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days  
5 after the final termination of this action, each Receiving Party must return all Protected Material  
6 to the Producing Party. As used in this subdivision, "all Protected Material" includes all copies,  
7 abstracts, compilations, summaries or any other form of reproducing or capturing any of the  
8 Protected Material. With permission in writing from the Designating Party, the Receiving Party  
9 may destroy some or all of the Protected Material instead of returning it. Whether the Protected  
10 Material is returned or destroyed, the Receiving Party must submit a written certification to the  
11 Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day  
12 deadline that identifies (by category, where appropriate) all the Protected Material that was  
13 returned or destroyed and that affirms that the Receiving Party has not retained any copies,  
14 abstracts, compilations, summaries or other forms of reproducing or capturing any of the  
15 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
16 copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney  
17 work product, even if such materials contain Protected Material. Any such archival copies that  
18 contain or constitute Protected Material remain subject to this Protective Order as set forth in  
19 Section 4 (DURATION), above.

20 12. MISCELLANEOUS.


21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
22 to seek its modification by the Court in the future.

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

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Date: 12/3/09

DICKENSON, PEATMAN & FOGARTY

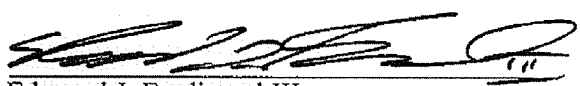
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16 Attorneys for Defendant and Counterplaintiff,  
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18 CANTINE SOCIALI DEL TRENINO SOCIETA  
19 COOPERATIVA

20  
21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

22  
23  
24 Date: December 7, 2009

  
25 HONORABLE JEFFREY S. WHITE  
26 UNITED STATES DISTRICT 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 Northern District of California on \_\_\_\_\_ [date] in the cases of  
Cavit v. Browman, Case No. C 09-02470 JSW (EMC) and Browman v. Cavit, Case No. C 09-  
01070 JSW (EMC). 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 Northern 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: \_\_\_\_\_