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 8 WAL-MART STORES, INC.

9 **UNITED STATES DISTRICT COURT**
 10 **NORTHERN DISTRICT OF CALIFORNIA**
 11 **SAN FRANCISCO DIVISION**

13 KIMBERLEY MAIN, and EYAD AKEL,
 individuals, on behalf of themselves and all others
 14 similarly situated,

15 Plaintiffs,

16 vs.

17 WAL-MART STORES, INC., a Delaware
 corporation, and DOES 1 through 50, inclusive,

18 Defendants.

Case No.: 3:11-cv-01919-JSW

STIPULATED PROTECTIVE ORDER

The Honorable Jeffrey S. White

19
 20 AND CONSOLIDATED CASES
 21

22 1. PURPOSES AND LIMITATIONS

23 Disclosure and discovery activity in this action are likely to involve production of
 24 confidential, proprietary, or private information for which special protection from public disclosure
 25 and from use for any purpose other than prosecuting this litigation would be warranted.

26 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
 27 Protective Order. The parties acknowledge that this Order does not confer blanket protections on all
 28 disclosures or responses to discovery and that the protection it affords extends only to the limited

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1 information or items that are entitled under the applicable legal principles to treatment as
2 confidential. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated
3 Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule
4 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied
5 when a party seeks permission from the court to file material under seal.

6
7 2. DEFINITIONS

8 2.1 Party: any party to this action, including all of its officers, directors,
9 employees, consultants, retained experts, and outside counsel (and their support staff).

10 2.2 Disclosure or Discovery Material: all items or information, regardless of the
11 medium or manner generated, stored, or maintained (including, among other things, testimony,
12 transcripts, or tangible things) that are produced or generated in disclosures or responses to
13 discovery in this matter.

14 2.3 “Confidential” Information or Items: information (regardless of how
15 generated, stored or maintained) or tangible things that qualify for protection under standards
16 developed under F.R.Civ.P. 26(c).

17 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:
18 extremely sensitive “Confidential Information or Items” whose disclosure to another Party or non-
19 party would create a substantial risk of serious injury that could not be avoided by less restrictive
20 means.

21 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from
22 a Producing Party.

23 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery
24 Material in this action.

25 2.7 Designating Party: a Party or non-party that designates information or items
26 that it produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential
27 — Attorneys’ Eyes Only.”
28

1 2.8 Protected Material: any Disclosure or Discovery Material that is designated
2 as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

3 2.9 Outside Counsel: attorneys who are not employees of a Party but who are
4 retained to represent or advise a Party in this action.

5 2.10 House Counsel: attorneys who are employees of a Party.

6 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as
7 their support staffs).

8 2.12 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
10 witness or as a consultant in this action and who is not a past or a current employee of a Party or of a
11 competitor of a Party’s and who, at the time of retention, is not anticipated to become an employee
12 of a Party or a competitor of a Party’s. This definition includes a professional jury or trial consultant
13 retained in connection with this litigation.

14 2.13 Professional Vendors: persons or entities that provide litigation support
15 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
16 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
17 subcontractors.

18
19 3. SCOPE

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

24
25 4. DURATION

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

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 standards.
5 A Designating Party must take care to designate for protection only those parts of material,
6 documents, items, or oral or written communications that qualify – so that other portions of the
7 material, documents, items, or communications for which protection is not warranted are not swept
8 unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized designations are
9 prohibited. If it comes to a Party’s or a non-party’s attention that information or items that it
10 designated for protection do not qualify for protection at all, or do not qualify for the level of
11 protection initially asserted, that Party or non-party must promptly notify all other parties that it is
12 withdrawing the mistaken designation.

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

17 Designation in conformity with this Order requires:

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

26 A Party or non-party that makes original documents or materials available for
27 inspection need not designate them for protection until after the inspecting Party has indicated which
28 material it would like copied and produced. During the inspection and before the designation, all of

1 the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
 2 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
 3 copied and produced, the Producing Party must determine which documents, or portions thereof,
 4 qualify for protection under this Order, then, before producing the specified documents, the
 5 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
 6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that contains Protected
 7 Material. If only a portion or portions of the material on a page qualifies for protection, the
 8 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
 9 markings in the margins) and must specify, for each portion, the level of protection being asserted
 10 (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – 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 record,
 13 before the close of the deposition, hearing, or other proceeding, all protected testimony, and further
 14 specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’
 15 EYES ONLY.” When it is impractical to identify separately each portion of testimony that is
 16 entitled to protection, and when it appears that substantial portions of the testimony may qualify for
 17 protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the
 18 record (before the deposition or proceeding is concluded) a right to have up to 20 days to identify the
 19 specific portions of the testimony as to which protection is sought and to specify the level of
 20 protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
 21 EYES ONLY”). Only those portions of the testimony that are appropriately designated for
 22 protection within the 20 days shall be covered by the provisions of this Stipulated Protective Order.

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

27 (c) for information produced in some form other than documentary, and
 28 for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the

1 container or containers in which the information or item is stored the legend “CONFIDENTIAL” or
 2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the information
 3 or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected
 4 portions, specifying whether they qualify as “Confidential” or as “Highly Confidential – Attorneys’
 5 Eyes Only.”

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
 7 to designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys’
 8 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection under
 9 this Order for such material. If material is appropriately designated as “Confidential” or “Highly
 10 Confidential – Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party,
 11 on timely notification of the designation, must make reasonable efforts to assure that the material is
 12 treated in accordance with the provisions of this Order.

13

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s
 16 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
 17 economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive
 18 its right to challenge a confidentiality designation by electing not to mount a challenge promptly
 19 after the original designation is disclosed.

20 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
 21 Party’s confidentiality designation must do so in good faith and must begin the process by conferring
 22 directly (in voice to voice dialogue; other forms of communication are not sufficient) with counsel
 23 for the Designating Party. In conferring, the challenging Party must explain the basis for its belief
 24 that the confidentiality designation was not proper and must give the Designating Party an
 25 opportunity to review the designated material, to reconsider the circumstances, and, if no change in
 26 designation is offered, to explain the basis for the chosen designation. A challenging Party may
 27 proceed to the next stage of the challenge process only if it has engaged in this meet and confer
 28 process first.

1 6.3 Judicial Intervention. A Party that elects to press a challenge to a
 2 confidentiality designation after considering the justification offered by the Designating Party may
 3 file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
 4 applicable) that identifies the challenged material and sets forth in detail the basis for the challenge.
 5 Each such motion must be accompanied by a competent declaration that affirms that the movant has
 6 complied with the meet and confer requirements imposed in the preceding paragraph and that sets
 7 forth with specificity the justification for the confidentiality designation that was given by the
 8 Designating Party in the meet and confer dialogue.

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

13

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 16 disclosed or produced by another Party or by a non-party in connection with this case only for
 17 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
 18 disclosed only to the categories of persons and under the conditions described in this Order. When
 19 the litigation has been terminated, a Receiving Party must comply with the provisions of section 11,
 20 below (FINAL DISPOSITION).

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

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
 24 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
 25 disclose any information or item designated CONFIDENTIAL only to:

26 (a) the Receiving Party's Outside Counsel of record in this action, as well
 27 as employees of said Counsel to whom it is reasonably necessary to disclose the information for this
 28

1 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached
2 hereto as Exhibit A;

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

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

9 (d) the Court and its personnel;

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

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

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

19 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
20 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
21 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

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

1 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably
 2 necessary for this litigation, (2) who have signed the “Agreement to Be Bound by Protective Order”
 3 (Exhibit A);

4 (c) the Court and its personnel;

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

8 (e) the author of the document or the original source of the information.
 9

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 11 OTHER LITIGATION.

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

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

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

1 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

9
10 10. FILING PROTECTED MATERIAL.

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

15
16 11. FINAL DISPOSITION.

17 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days after
18 the final termination of this action, each Receiving Party must return all Protected Material to the
19 Producing Party. As used in this subdivision, “all Protected Material” includes all copies, abstracts,
20 compilations, summaries or any other form of reproducing or capturing any of the Protected
21 Material. With permission in writing from the Designating Party, the Receiving Party may destroy
22 some or all of the Protected Material instead of returning it. Whether the Protected Material is
23 returned or destroyed, the Receiving Party must submit a written certification to the Producing Party
24 (and, if not the same person or entity, to the Designating Party) by the sixty day deadline that
25 identifies (by category, where appropriate) all the Protected Material that was returned or destroyed
26 and that affirms that the Receiving Party has not retained any copies, abstracts, compilations,
27 summaries or other forms of reproducing or capturing any of the Protected Material.
28 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,

1 motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such
2 materials contain Protected Material. Any such archival copies that contain or constitute Protected
3 Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

4
5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
7 to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
9 Order no Party waives any right it otherwise would have to object to disclosing or producing any
10 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
11 Party waives any right to object on any ground to use in evidence of any of the material covered by
12 this Protective Order.

13
14 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

15
16 Dated: January 17, 2012

REED SMITH LLP

17
18 /s/ Scott H. Jacobs
Abraham J. Colman
Scott H. Jacobs
Brandon W. Corbridge

19
20 Attorneys for Defendant
WAL-MART STORES, INC.

21
22 Dated: January 17, 2012

STONEBARGER LAW, APC

23
24 /s/ Gene J. Stonebarger
Gene J. Stonebarger
Richard D. Lambert
75 Iron Point Circle, Suite 145
Folsom, CA 95630

25
26
27 Co-Lead Counsel for Plaintiffs and the Class
28

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1 Dated: January 17, 2012

WESTRUP KLICK LLP

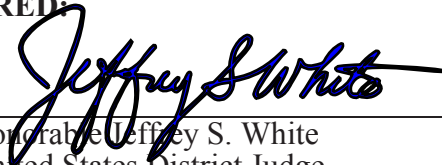
2
3 /s/Mark L. VanBuskirk

4 Mark L. VanBuskirk
5 R. Duane Westrup
6 444 W. Ocean Blvd., Suite 1614
7 Long Beach, CA 90802-4524

8 Co-Lead Counsel for Plaintiffs and the Class

9 **PURSUANT TO STIPULATION, IT IS SO ORDERED:**

10 Dated: January 31, 2012

11 
12 _____
13 Honorable Jeffrey S. White
14 United States District 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 Northern District of California on January __, 2012 in the case of *Main v. Wal-Mart Stores, Inc.*, Case No.: 3:11-cv-01919-JSW. 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: _____
[printed name]

Signature: _____
[signature]

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PROOF OF SERVICE

I, Candice A. Spoon, declare as follows:

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is REED SMITH LLP, 355 South Grand Avenue, Suite 2900, Los Angeles, CA 90071-1514. On January 18, 2012, I served the following document(s) by the method indicated below:

STIPULATED PROTECTIVE ORDER

<input checked="" type="checkbox"/>	BY CM/ECF ELECTRONIC DELIVERY: In accordance with the registered case participants and in accordance with the procedures set forth at the Court's website www.ecf.cand.uscourts.gov
<input type="checkbox"/>	by transmitting via facsimile on this date from fax number 213.457.8080 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 PM and was reported complete and without error. The transmission report, which is attached to this proof of service, was properly issued by the transmitting fax machine. Service by fax was made by agreement of the parties, confirmed in writing.
<input type="checkbox"/>	by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.
<input type="checkbox"/>	by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below. A signed proof of service by the process server or delivery service will be filed shortly.
<input type="checkbox"/>	by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
<input type="checkbox"/>	by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below. A copy of the consignment slip is attached to this proof of service.
<input type="checkbox"/>	by transmitting via email to the parties at the email addresses listed below:

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Gene J. Stonebarger, Esq. Richard D. Lambert, Esq. Stonebarger Law, APC 75 Iron Point Circle, Suite 145 Folsom, CA 95630 Tel: 916.235.7140 Fax: 916.235.7141 Email: gstonebarger@stonebargerlaw.com

Co-Lead Plaintiffs Counsel for consolidated actions: <i>Kimberley Main, Robin Nelson, Marylynn Grikavicius, Lourdes R. Landeros, and Tina Bauer</i> Attorneys for Plaintiff <i>Robin Nelson</i>
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<p>Mark L. VanBuskirk, Esq. R. Duane Westrup, Esq. Westrup Klick LLP 444 W. Ocean Blvd., Suite 1614 Long Beach, CA 90802-4524 Tel: 562.432.2551 Fax: 562.435.4856 Email: jveloff@wkalaw.com</p>	<p>Co-Lead Plaintiffs Counsel for consolidated actions: <i>Kimberley Main, Robin Nelson, Marylynn Grikavicius, Lourdes R. Landeros, and Tina Bauer</i> Attorneys for Plaintiff <i>Marylyn Grikavicius</i></p>
<p>Matthew J. O'Connor, Esq. James Patterson, Esq. Patterson Law Group, APC 402 W. Broadway, 29th floor San Diego, CA 92101 Tel: 619.756.6990 Fax: 619.756.6991 Email: moconnor@hpolaw.com jim@pattersonlawgroup.com</p>	<p>Attorneys for Plaintiff <i>Kimberley Main</i></p>

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on January 18, 2012, at Los Angeles, California.

/s/ Candice A. Spoon
CANDICE A. SPOON

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