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7 Attorney for Defendants
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 9 INTERNATIONAL, INC., Doing Business As
 10 "ArteQuesta"

11
 12 UNITED STATES DISTRICT COURT
 13
 14 NORTHERN DISTRICT OF CALIFORNIA
 15
 16 San Francisco Division

12	LESLEE A. NELSON individually and as)	Case No.: 3:16-cv-3797 MMC
	Trustee and Trustor of the LESLEE A.)	
13	NELSON REVOCABLE TRUST and)	STIPULATION FOR PROTECTIVE
	NANCY BARTH,)	ORDER; ORDER THEREON
14)	
	Plaintiffs,)	[Modified CAND Form]
15)	
	vs.)	Assigned Judge: Hon. Maxine M. Chesney
16)	
	RAYAH LEVY, JESSICA JACOBSON,)	
17	RAYAH RACHEL LEVY)	
	INTERNATIONAL, d/b/a "ARTEQUESTA")	
18	and "AGENTS OF HUMANITY IN THE)	
	FINE ARTS", JOHN DOE and JANE DOE)	
19	(1-10),)	
)	
20	Defendants.)	
)	

21
 22 COME NOW the Parties in the above-entitled case, plaintiffs Leslee A. Nelson,
 23 Individually and as Trustee and Trustor of the Leslee A. Nelson Revocable Trust and Nancy
 24 Barth, by and through their counsel of record, Abraham M. George and D. Gill Sperlein,
 25 defendants Rayah Levy and Rayah Rachel Levy International, Inc., d/b/a "ArteQuesta", a

1 California corporation (miscaptioned “Rayah Rachel Levy International” “d/b/a Agents of
2 Humanity in the Fine Arts”), by and through their counsel of record, Mark A. Pruner, and
3 defendant Jessica Jacobson, by and through her counsel of record, Andrew D. Winghart, who
4 hereby together certify that they have in good faith conferred with each other, and now agree
5 and enter into this Stipulation for Protective Order in this action as follows:

6 1. PURPOSES AND LIMITATIONS

7 Disclosure and discovery activity in this action are likely to involve production of
8 confidential, proprietary, and/or private information for which special protection from public
9 disclosure, and from use for any purpose other than prosecuting this litigation, may be
10 warranted. Accordingly, the Parties hereby stipulate to and petition the court to enter its
11 Order on this Stipulation for Protective Order. The Parties acknowledge that such Order does
12 not confer blanket protections on all disclosures or responses to discovery and that the
13 protection it affords from public disclosure and use extends only to the limited information or
14 items that are entitled to confidential treatment under the applicable legal principles. The
15 Parties further acknowledge, as set forth in Section 12.3, below, that an Order on this
16 Stipulation for Protective Order does not entitle them to file confidential information under
17 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards
18 that will be applied when a Party seeks permission from the court to file material under seal.

19 2. DEFINITIONS

20 2.1 Challenging Party: A Party or Non-Party that challenges the designation of
21 information or items under this Order.

22 2.2 “CONFIDENTIAL” Information or Items: Information (regardless of how it is
23 generated, stored or maintained) or tangible things that qualify for protection under Federal
24 Rule of Civil Procedure 26(c).

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

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

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

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

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

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

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

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

23 2.11 Producing Party: A Party or Non-Party that produces Disclosure or Discovery
24 Material in this action.

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1 2.12 Professional Vendors: Persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
3 and organizing, storing, or retrieving data in any form or medium) and their employees and
4 subcontractors.

5 2.13 Protected Material: Any Disclosure or Discovery Material that is designated as
6 “CONFIDENTIAL.”

7 2.14 Receiving Party: A Party that receives Disclosure or Discovery Material from
8 a Producing Party.

9 3. **SCOPE**

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

23 4. **DURATION**

24 Even after final disposition of this litigation, the confidentiality obligations imposed
25 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a

1 court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal
2 of all claims and defenses in this action, with or without prejudice; or (2) final judgment
3 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or
4 reviews of this action, including the time limits for filing any motions or applications for
5 extension of time pursuant to applicable law.

6 5. **DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
8 Party or Non-Party that designates information or items for protection under this Order must
9 take care to limit any such designation to specific material that qualifies under the appropriate
10 standards. The Designating Party must designate for protection only those parts of material,
11 documents, items, or oral or written communications that qualify – so that other portions of
12 the material, documents, items, or communications for which protection is not warranted are
13 not swept unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
15 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
16 unnecessarily encumber or retard the case development process or to impose unnecessary
17 expenses and burdens on other parties) expose the Designating Party to sanctions. If it comes
18 to a Designating Party's attention that information or items that it designated for protection do
19 not qualify for protection, that Designating Party must promptly notify all other Parties that it
20 is withdrawing the mistaken designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this
22 Order (see, e.g., Subsections 5.2(a), (b) and (c) below), or as otherwise stipulated or ordered,
23 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly
24 so designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

1 (a) For information in documentary form (e.g., paper or electronic documents, but
2 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
3 Party affix the legend “CONFIDENTIAL” to each page that contains Protected Material. If
4 only a portion or portions of the material on a page qualify for protection, the Producing Party
5 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
6 margins). A Party or Non-Party that makes original documents or materials available for
7 inspection need not designate them for protection until after the inspecting Party has indicated
8 which material it would like copied and produced. During the inspection and before the
9 designation, all of the material made available for inspection shall be deemed
10 “CONFIDENTIAL.” After the Receiving Party has identified the documents it wants copied
11 and produced, the Producing Party must determine which documents, or portions thereof,
12 qualify for protection under this Order, then, before producing the specified documents, the
13 Producing Party must affix the “CONFIDENTIAL” legend to each page that contains
14 Protected Material. If only a portion or portions of the material on a page qualify for
15 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
16 making appropriate markings in the margins).

17 (b) For testimony given in deposition or in other pretrial or trial proceedings, that the
18 Designating Party identify on the record, before the close of the deposition, hearing, or other
19 proceeding, all Protected Material.

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

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
4 designate qualified information or items does not, standing alone, waive the Designating
5 Party's right to secure protection under this Order for such material. Upon timely correction
6 of a designation, the Receiving Party must make reasonable efforts to assure that the material
7 is treated in accordance with the provisions of this Order.

8 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
10 confidentiality at any time. Unless a prompt challenge to a Designating Party's
11 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
12 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party
13 does not waive its/her right to challenge a confidentiality designation by electing not to mount
14 a challenge promptly after the original designation is disclosed.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
16 process by providing written notice of each designation it/she is challenging and describing
17 the basis for each challenge. To avoid ambiguity as to whether a challenge has been made,
18 the written notice must recite that the challenge to confidentiality is being made in accordance
19 with this specific paragraph of the Protective Order. The Parties shall attempt to resolve each
20 challenge in good faith and must begin the process by conferring directly (in voice to voice
21 dialogue; other forms of communication are not sufficient) within 14 days of the date of
22 service of notice. In conferring, the Challenging Party must explain the basis for its/her belief
23 that the confidentiality designation was not proper and must give the Designating Party an
24 opportunity to review the designated material, to reconsider the circumstances, and, if no
25 change in designation is offered, to explain the basis for the chosen designation. A

1 Challenging Party may proceed to the next stage of the challenge process only if it/she has
2 engaged in this meet and confer process first or establishes that the Designating Party is
3 unwilling to participate in the meet and confer process in a timely manner.

4 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
5 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
6 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21
7 days of the initial notice of challenge or within 14 days of the Parties agreeing that the meet
8 and confer process will not resolve their dispute, whichever is earlier. Each such motion must
9 be accompanied by a competent declaration affirming that the movant has complied with the
10 meet and confer requirements imposed in the preceding paragraph. Failure by the
11 Designating Party to make such a motion including the required declaration within 21 days (or
12 14 days, if applicable) shall automatically waive the confidentiality designation for each
13 challenged designation. In addition, the Challenging Party may file a motion challenging a
14 confidentiality designation at any time if there is good cause for doing so, including a
15 challenge to the designation of a deposition transcript or any portions thereof. Any motion
16 brought pursuant to this provision must be accompanied by a competent declaration affirming
17 that the movant has complied with the meet and confer requirements imposed by the
18 preceding paragraph.

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

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

4 7.1 **Basic Principles.** A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this action only
6 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may
7 be disclosed only to the categories of persons and under the conditions described in this
8 Order. When the litigation has been terminated, a Receiving Party must comply with the
9 provisions of section 13 below (FINAL DISPOSITION).

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

13 7.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise
14 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
15 disclose any information or item designated "CONFIDENTIAL" only to:

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

20 (b) The officers, directors, and employees (including House Counsel) of the
21 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
22 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
24 reasonably necessary for this litigation and who have signed the "Acknowledgment and
25 Agreement to Be Bound" (Exhibit A);

1 (d) The court and its personnel;
2 (e) Court reporters and their staff, professional jury or trial consultants, mock jurors,
3 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and
4 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

13 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
14 **PRODUCED IN OTHER LITIGATION**

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

18 (a) Promptly notify in writing the Designating Party. Such notification shall include a
19 copy of the subpoena or court order;

20 (b) Promptly notify in writing the party who caused the subpoena or order to issue in
21 the other litigation that some or all of the material covered by the subpoena or order is subject
22 to this Protective Order. Such notification shall include a copy of this Order; and

23 (c) Cooperate with respect to all reasonable procedures sought to be pursued by the
24 Designating Party whose Protected Material may be affected.

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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
5 Party shall bear the burden and expense of seeking protection in that court of its confidential
6 material – and nothing in these provisions should be construed as authorizing or encouraging
7 a Receiving Party in this action to disobey a lawful directive from another court.

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

10 (a) The terms of this Order are applicable to information produced by a Non-Party in
11 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
13 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from
14 seeking additional protections.

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

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

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

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

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

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

17 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
18 **PROTECTED MATERIAL**

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

1 protection, the Parties may incorporate their agreement in the stipulated protective order
2 submitted to the court.

3 12. **MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
5 to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
7 Order no Party waives any right it/she otherwise would have to object to disclosing or
8 producing any information or item on any ground not addressed in this Order. Similarly, no
9 Party waives any right to object on any ground to use in evidence of any of the material
10 covered by this Order.

11 12.3 Filing Protected Material. Without written permission from the Designating
12 Party or a court order secured after appropriate notice to all interested persons, a Party may
13 not file in the public record in this action any Protected Material. A Party that seeks to file
14 under seal any Protected Material must comply with Civil Local Rule 79-5. Protected
15 Material may only be filed under seal pursuant to a court order authorizing the sealing of the
16 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will
17 issue only upon a request establishing that the Protected Material at issue is privileged,
18 protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving
19 Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is
20 denied by the Court, then the Receiving Party may file the information in the public record
21 pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

22 13. **FINAL DISPOSITION**

23 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
24 Receiving Party must return all Protected Material to the Producing Party or destroy such
25 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,

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

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16
17 Dated: May _____, 2017.

/s/ Mark A. Pruner

Mark M. Pruner
Attorney for Defendants Rayah Levy, and Rayah Rachel
Levy International Trust, Inc d/b/a/ ArteQuesta

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19
20
21 Dated: May _____, 2017.

/s/ Andrew D. Winghart

Andrew D. Winghart
Winghart Law Group, Inc.
Attorney for Defendant Jessica Jacobson

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Dated: May _____, 2017.

/s/ D. Gill Sperlein

D. Gill Sperlein
THE LAW OFFICE OF D. GILL SPERLEIN

/s/ Abraham M. George

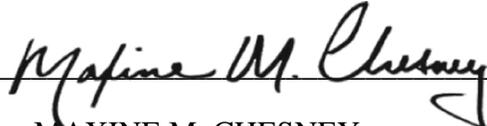
Abraham M. George
LAW OFFICES OF ABE GEORGE, ESQ. (pro hac vice)

Attorneys for Plaintiffs Leslee A. Nelson individually and
as trustee and trustor of the Leslee A. Nelson revocable
trust and Nancy Barth

ORDER

PURSUANT TO STIPULATION AND GOOD CAUSE APPEARING, IT IS SO
ORDERED.

DATED: May 30, 2017


MAXINE M. CHESNEY
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 _____, 2017, in the case of Nelson, et al. v. Levy, et al., Case Number 3:16-cv-3797 MMC. I agree to comply with and to be bound by all the terms of this 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 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 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 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____