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12 Attorneys for Defendant Origin B.V.

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 14
 15 UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

16 FIND THE ORIGIN, INC.,
 17
 18 Plaintiff,
 19 v.
 20 ORIGIN B.V.,
 21 Defendant.
 22

5:
 CASE NO. 4:23-CV-01424-PCP
 STIPULATED PROTECTIVE ORDER
 FOR LITIGATION INVOLVING
 PATENTS, HIGHLY SENSITIVE
 CONFIDENTIAL INFORMATION
 AND/OR TRADE SECRETS
AS MODIFIED BY THE COURT
 Judge's info: Hon. P. Casey Pitts
 Complaint Filed: March 27, 2023

23 1. PURPOSES AND LIMITATIONS

24 Disclosure and discovery activity in this action are likely to involve production of
 25 confidential, proprietary, or private information for which special protection from public
 26

STIPULATED PROTECTIVE ORDER FOR LITIGATION
 INVOLVING PATENTS, HIGHLY SENSITIVE
 CONFIDENTIAL INFORMATION AND/OR TRADE
 SECRETS - 1
 CASE NO. 4:23-CV-01424-PCP
 5:

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1 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
2 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
3 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
4 all disclosures or responses to discovery and that the protection it affords from public disclosure
5 and use extends only to the limited information or items that are entitled to confidential treatment
6 under the applicable legal principles. The parties further acknowledge, as set forth in Section 14.4,
7 below, that this Stipulated Protective Order does not entitle them to file confidential information
8 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards
9 that will be applied when a party seeks permission from the court to file material under seal.

10 2. DEFINITIONS

11 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
12 information or items under this Order.

13 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
14 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
15 of Civil Procedure 26(c).

16 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
17 well as their support staff).

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

20 2.5 Disclosure or Discovery Material: all items or information, regardless of the
21 medium or manner in which it is generated, stored, or maintained (including, among other things,
22 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
23 responses to discovery in this matter.

24 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
25 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as
26 a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s

1 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or
2 of a Party's competitor.

3 2.7 House Counsel: attorneys who are employees of a party to this action. House
4 Counsel does not include Outside Counsel of Record or any other outside counsel.

5 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
6 entity not named as a Party to this action.

7 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
8 action but are, at the time of the disclosure of Confidential Information to such attorneys, retained
9 to represent a party as counsel of record in this action, or are affiliated with a law firm that is, at
10 the time of the disclosure of Confidential Information to such firm, counsel of record in this
11 action.

12 2.10 Party: any party to this action, including all of its officers, directors, employees,
13 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

14 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
15 Material in this action.

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

20 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
21 "CONFIDENTIAL."

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

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only Protected Material
26 (as defined above), but also (1) any information copied or extracted from Protected Material;

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

11 4. DURATION

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

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
21 or Non-Party that designates information or items for protection under this Order must take care to
22 limit any such designation to specific material that qualifies under the appropriate standards. To
23 the extent it is practical to do so, the Designating Party must designate for protection only those
24 parts of material, documents, items, or oral or written communications that qualify – so that other
25 portions of the material, documents, items, or communications for which protection is not
26 warranted are not swept unjustifiably within the ambit of this Order.

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

5 If it comes to a Designating Party's attention that information or items that it designated
6 for protection do not qualify for protection at all or do not qualify for the level of protection
7 initially asserted, that Designating Party must promptly notify all other parties that it is
8 withdrawing the mistaken designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
10 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
11 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
12 designated before the material is disclosed or produced. Designation in conformity with this Order
13 requires:

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

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, the
21 Designating Party may invoke on the record (before the deposition, hearing, or other proceeding is
22 concluded) a right to have up to 21 days to identify the specific portions of the testimony as to
23 which protection is sought and to specify the level of protection being asserted. Only those
24 portions of the testimony that are appropriately designated for protection within the 21 days shall
25 be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating
26

1 Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked,
2 that the entire transcript shall be treated as “CONFIDENTIAL.”

3 Parties shall give the other parties notice if they reasonably expect a deposition, hearing, or
4 other proceeding to include Protected Material so that the other parties can ensure that only
5 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
6 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
7 shall not in any way affect its designation as “CONFIDENTIAL.”

8 Transcripts containing Protected Material shall have an obvious legend on the title page
9 that the transcript contains Protected Material, and the title page shall be followed by a list of all
10 pages (including line numbers as appropriate) that have been designated as Protected Material and
11 the level of protection being asserted by the Designating Party. The Designating Party shall inform
12 the court reporter of these requirements. Any transcript that is prepared before the expiration of a
13 21-day period for designation shall be treated during that period as if it had been designated
14 “CONFIDENTIAL” in its entirety unless otherwise agreed. After the expiration of that period, the
15 transcript shall be treated only as actually designated.

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
17 designate qualified information or items does not, standing alone, waive the Designating Party’s
18 right to secure protection under this Order for such material. Upon timely correction of a
19 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
20 in accordance with the provisions of this Order.

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
23 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
25 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
26

1 challenge a confidentiality designation by electing not to mount a challenge promptly after the
2 original designation is disclosed.

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

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
18 intervention, ~~the Designating Party shall file and serve a motion to retain confidentiality under~~
~~Referral Matters Standing Order~~ ~~Civil Local Rule 7~~ (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of
19 ~~Civil Local Rule 7~~ (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of
20 the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer
21 process will not resolve their dispute, whichever is earlier.¹ Each such ~~motion must be~~
~~accompanied by a competent declaration affirming that the movant has~~ ~~joint submission must~~
~~affirm that the Parties have~~ ~~affirm that the Parties have~~
22 ~~accompanied by a competent declaration affirming that the movant has~~ complied with the meet
23 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to
24

25 ¹ Alternative: It may be appropriate in certain circumstances for the parties to agree to shift the burden to move on
26 the Challenging Party after a certain number of challenges are made to avoid an abuse of the process. The burden of
persuasion would remain on the Designating Party.

1 ~~initiate such a joint submission~~
2 ~~make such a motion including the required declaration~~ within 21 days (or 14 days, if applicable)
3 shall automatically waive the confidentiality designation for each challenged designation. In
4 addition, the Challenging Party may ~~file a motion~~ ~~initiate a joint submission~~ challenging a confidentiality designation at any
5 time if there is good cause for doing so, including a challenge to the designation of a deposition
6 transcript or any portions thereof. Any ~~motion brought~~ ~~joint submission made~~ pursuant to this provision must ~~be~~
7 ~~accompanied by a competent declaration affirming that the movant has~~ ~~affirm that the Parties have~~ complied with the meet
8 and confer requirements imposed by the preceding paragraph.

9 The burden of persuasion in any such challenge proceeding shall be on the Designating
10 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
11 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
12 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
13 ~~file a motion~~ ~~initiate a joint submission seeking~~ to retain confidentiality as described above, all parties shall continue to afford the
14 material in question the level of protection to which it is entitled under the Producing Party's
15 designation until the court rules on the challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

23 Protected Material must be stored and maintained by a Receiving Party at a location and in
24 a secure manner² that ensures that access is limited to the persons authorized under this Order.

25 _____
26 ² It may be appropriate under certain circumstances to require the Receiving Party to store any electronic Protected
Material in password-protected form.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
2 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
3 information or item designated “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
5 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
6 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
7 Bound” that is attached hereto as Exhibit A;

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

11 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
12 reasonably necessary for this litigation and who have signed the “Acknowledgment and
13 Agreement to Be Bound” (Exhibit A);

14 (d) the court and its personnel;

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

18 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
19 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),

20 **unless otherwise agreed by the Designating Party or ordered by the court.** Pages of
21 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
22 separately bound by the court reporter and may not be disclosed to anyone except as permitted
23 under this Stipulated Protective Order;

24 (g) the author or recipient of a document containing the information or a custodian or
25 other person who otherwise possessed or knew the information; and

1 (h) any mediator or settlement officer, and their supporting personnel, mutually agreed
2 upon by any Parties engaged in settlement discussion.

3 8. SOURCE CODE

4 (a) To the extent production of source code becomes necessary in this case, a
5 subsequent protective order providing for further enhanced protections of source code must be in
6 place before any party can be required to produce source code.

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

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

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

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

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
19 Designating Party whose Protected Material may be affected.³

20 If the Designating Party timely seeks a protective order, the Party served with the subpoena
21 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
22 before a determination by the court from which the subpoena or order issued, unless the Party has
23 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
24 expense of seeking protection in that court of its confidential material – and nothing in these

25 ³ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and
26 to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from
which the subpoena or order issued.

1 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
2 disobey a lawful directive from another court.

3 10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
4 LITIGATION

5 (a) The terms of this Order are applicable to information produced by a Non-Party in
6 this action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in
7 connection with this litigation is protected by the remedies and relief provided by this Order.

8 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
9 additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
11 Party's confidential information in its possession, and the Party is subject to an agreement with the
12 Non-Party not to produce the Non-Party's 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 with a Non-
15 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 description of
18 the information requested; and

19 3. make the information requested available for inspection by the Non-Party.

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

1 by the court.⁴ Absent a court order to the contrary, the Non-Party shall bear the burden and
2 expense of seeking protection in this court of its Protected Material.

3 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
12 MATERIAL

13 If information is produced in discovery that is subject to a claim of privilege or of
14 protection as trial-preparation material, the party making the claim may notify any party that
15 received the information of the claim and the basis for it. After being notified, a party must
16 promptly return or destroy the specified information and any copies it has and may not sequester,
17 use or disclose the information until the claim is resolved. This includes a restriction against
18 presenting the information to the court for a determination of the claim. This provision is not
19 intended to modify whatever procedure may be established in an e-discovery order that provides
20 for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
21 (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or
22 information covered by the attorney-client privilege or work product protection, the parties may
23 incorporate their agreement in the stipulated protective order submitted to the court.

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⁴ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

13. MISCELLANEOUS

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

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

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

14. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in Section 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party)


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

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11
12 DATED: October 19, 2023 /s/ Duy Thai
Attorneys for Plaintiff

13 DATED: October 19, 2023 /s/ Selby P. Brown
14 Attorneys for Defendant

15 PURSUANT TO STIPULATION, IT IS SO ORDERED.

16
17 DATED: November 17, 2023 
18 Susan van Keulen
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for
6 the Northern District of California on _____, 2023 in the case of *Find the Origin, Inc. v.*
7 *Origin B.V.*, Case No. 4:23-CV-01424-PCP (N.D. Cal.). I agree to comply with and to be bound
8 by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure
9 to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
10 promise that I will not disclose in any manner any information or item that is subject to this
11 Stipulated Protective Order to any person or entity except in strict compliance with the provisions
12 of this Order.

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

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

20 Date: _____

21 City and State where sworn and signed: _____

22 Printed name: _____
23 [printed name]

24 Signature: _____
25 [signature]