

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA**

Stephen Rozzo v. Sun Pharmaceutical Industries, Inc.

Rozzo v. Sun Pharmaceutical Industries, Inc. · No. 2:23-cv-07624-MEMF-AJR · Decided February 21, 2025

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 ROYBAL FEDERAL BUILDING AND UNITED STATES COURTHOUSE
11 STEPHEN ROZZO, an individual, Case No.: 2:23-cv-07624-MEMF-AJR 12 Plaintiff,
[Assigned to District Judge the Honorable Maame Ewusi-Mensah 13 vs. Frimpong; and
Magistrate Judge the Honorable A. Joel Richlin] 14 SUN PHARMACEUTICAL INDUSTRIES,
INC., a Delaware [PROPOSED] STIPULATED 15 corporation; and DOES 1 - 50, inclusive,
PROTECTIVE ORDER 16 Defendants.

Compl. Filed: August 9, 2023 17 Removed: September 13, 2023 FAC Filed: October 11, 2023 18
19 20 21 22 23 24 25 26 27 28 1 1. PURPOSES AND LIMITATIONS 2 Discovery in this action
is likely to involve production of confidential, 3 proprietary, or private information for which
special protection from public disclosure 4 and from use for any purpose other than pursuing this
litigation may be warranted.

5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following 6
Stipulated Protective Order. The parties acknowledge that this Order does not confer 7 blanket
protections on all disclosures or responses to discovery and that the protection 8 it affords from
public disclosure and use extends only to the limited information or items 9 that are entitled to
confidential treatment under the applicable legal principles.

10 2. GOOD CAUSE STATEMENT 11 Defendant Sun Pharmaceutical Industries, Inc. (“Sun”).
Discovery in this action 12 is likely to reveal trade secrets, confidential and proprietary
information relating to the 13 confidential business practices and policies of Sun, and other
valuable research, 14 development, commercial, technical and/or proprietary information for
which special 15 protection from public disclosure and from use for any purpose other than
prosecution 16 of this action is warranted.

Such confidential and proprietary materials and information 17 consist of, among other things,
information regarding confidential business practices, 18 or other confidential research,
development, or commercial information (including 19 information implicating privacy rights of
third parties), information otherwise generally 20 unavailable to the public, or which may be
privileged or otherwise protected from 21 disclosure under state or federal statutes, court rules,
case decisions, or common law.

22 Disclosure of this information would result in the dissemination of 23 confidential/proprietary information developed and used internally by Sun only, 24 resulting in personal and/or financial harm to Sun and/or third parties.

Accordingly, to 25 expedite the flow of information, to facilitate the prompt resolution of disputes over 26 confidentiality of discovery materials, to adequately protect information the parties are 27 entitled to keep confidential, to ensure that the parties are permitted reasonable 28 necessary uses of such material in preparation for and in the conduct of trial, to address 1 their handling at the end of the litigation, and serve the ends of justice, a protective order 2 for such information is justified in this matter.

It is the intent of the parties that 3 information will not be designated as confidential for tactical reasons and that nothing 4 be so designated without a good faith belief that it has been maintained in a confidential, 5 non-public manner, and there is good cause why it should not be part of the public 6 record of this case. 7 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE 8 The parties further acknowledge, as set forth in Section 14.3, below, that this 9 Stipulated Protective Order does not entitle them to file confidential information under 10 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the 11 standards that will be applied when a party seeks permission from the court to file 12 material under seal.

There is a strong presumption that the public has a right of access 13 to judicial proceedings and records in civil cases. In connection with non-dispositive 14 motions, good cause must be shown to support a filing under seal. See *Kamakana v. 15 City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. 16 Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir.

2002), *Makar-Welbon v. Sony 17 Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders 18 require good cause showing), and a specific showing of good cause or compelling 19 reasons with proper evidentiary support and legal justification, must be made with 20 respect to Protected Material that a party seeks to file under seal.

The parties' mere 21 designation of Disclosure or Discovery Material as CONFIDENTIAL does not— 22 without the submission of competent evidence by declaration, establishing that the 23 material sought to be filed under seal qualifies as confidential, privileged, or otherwise 24 protectable—constitute good cause. 25 Further, if a party requests sealing related to a dispositive motion or trial, then 26 compelling reasons, not only good cause, for the sealing must be shown, and the relief 27 sought shall be narrowly tailored to serve the specific interest to be protected.

See *Pintos 28 v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type 1 of information, document, or thing sought to be filed or introduced under seal, the party 2 seeking protection must articulate compelling reasons, supported by specific facts and 3 legal

justification, for the requested sealing order. Again, competent evidence 4 supporting the application to file documents under seal must be provided by declaration.

5 Any document that is not confidential, privileged, or otherwise protectable in its 6 entirety will not be filed under seal if the confidential portions can be redacted. If 7 documents can be redacted, then a redacted version for public viewing, omitting only 8 the confidential, privileged, or otherwise protectable portions of the document, shall be 9 filed.

Any application that seeks to file documents under seal in their entirety should 10 include an explanation of why redaction is not feasible. 11 4. DEFINITIONS 12 4.1 Action: the instant lawsuit entitled Stephen Rozzo v. Sun Pharmaceutical 13 Industries, Inc., Case No. 2:23-cv-07624. 14 4.2 Challenging Party: a Party or Non-Party that challenges the designation 15 of information or items under this Order.

16 4.3 “CONFIDENTIAL” Information or Items: information (regardless of how 17 it is generated, stored or maintained) or tangible things that qualify for protection under 18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause 19 Statement. 20 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 21 support staff).

22 4.5 Designating Party: a Party or Non-Party that designates information or 23 items that it produces in disclosures or in responses to discovery as 24 “CONFIDENTIAL.” 25 4.6 Disclosure or Discovery Material: all items or information, regardless of 26 the medium or manner in which it is generated, stored, or maintained (including, among 27 other things, testimony, transcripts, and tangible things), that are produced or generated 28 in disclosures or responses to discovery.

1 4.7 Expert: a person with specialized knowledge or experience in a matter 2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an 3 expert witness or as a consultant in this Action. 4 4.8 House Counsel: attorneys who are employees of a party to this Action. 5 House Counsel does not include Outside Counsel of Record or any other outside 6 counsel.

7 4.9 Non-Party: any natural person, partnership, corporation, association, or 8 other legal entity not named as a Party to this action. 9 4.10 Outside Counsel of Record: attorneys who are not employees of a party to 10 this Action but are retained to represent a party to this Action and have appeared in this 11 Action on behalf of that party or are affiliated with a law firm which has appeared on 12 behalf of that party, and includes support staff.

13 4.11 Party: any party to this Action, including all of its officers, directors, 14 employees, consultants, retained experts, and Outside Counsel of Record (and their 15 support staffs). 16 4.12 Producing Party: a Party or Non-Party that produces Disclosure or 17 Discovery Material in this Action. 18 4.13 Professional Vendors: persons or entities that provide litigation support 19 services (e.g., photocopying, videotaping, translating, preparing exhibits or 20 demonstrations,

and organizing, storing, or retrieving data in any form or medium) and 21 their employees and subcontractors.

22 4.14 Protected Material: any Disclosure or Discovery Material that is 23 designated as
“CONFIDENTIAL.” 24 4.15 Receiving Party: a Party that receives Disclosure or Discovery
Material 25 from a Producing Party. 26 5. SCOPE 27 The protections conferred by this Stipulation
and Order cover not only Protected 28 Material (as defined above), but also (1) any information
copied or extracted from 1 Protected Material; (2) all copies, excerpts, summaries, or compilations
of Protected 2 Material; and (3) any testimony, conversations, or presentations by Parties or their 3
Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the trial 5 judge and
other applicable authorities. This Order does not govern the use of Protected 6 Material at trial. 7
6. DURATION 8 Once a case proceeds to trial, information that was designated as 9
CONFIDENTIAL or maintained pursuant to this protective order used or introduced as 10 an
exhibit at trial becomes public and will be presumptively available to all members 11 of the
public, including the press, unless compelling reasons supported by specific 12 factual findings to
proceed otherwise are made to the trial judge in advance of the trial.

13 See *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing 14
documents produced in discovery from “compelling reasons” standard when merits- 15 related
documents are part of court record).

Accordingly, the terms of this protective 16 order do not extend beyond the commencement of the
trial. 17 7. DESIGNATING PROTECTED MATERIAL 18 7.1 Exercise of Restraint and Care in
Designating Material for Protection. 19 Each Party or Non-Party that designates information or
items for 20 protection under this Order must take care to limit any such designation to specific 21
material that qualifies under the appropriate standards.

The Designating Party must 22 designate for protection only those parts of material, documents,
items, or oral or written 23 communications that qualify so that other portions of the material,
documents, items, or 24 communications for which protection is not warranted are not swept
unjustifiably 25 within the ambit of this Order. 26 Mass, indiscriminate, or routinized designations
are prohibited.

Designations that 27 are shown to be clearly unjustified or that have been made for an improper
purpose 28 (e.g., to unnecessarily encumber the case development process or to impose 1
unnecessary expenses and burdens on other parties) may expose the Designating Party 2 to
sanctions. 3 If it comes to a Designating Party’s attention that information or items that it 4
designated for protection do not qualify for protection, that Designating Party must 5 promptly
notify all other Parties that it is withdrawing the inapplicable designation.

6 7.2 Manner and Timing of Designations. Except as otherwise provided in this 7 Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that 8 qualifies for protection under this Order must be clearly so designated before the 9 material is disclosed or produced. 10 Designation in conformity with this Order requires: 11 (a) for information in documentary form (e.g., paper or electronic documents, 12 but excluding transcripts of depositions or other pretrial or trial proceedings), that the 13 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter 14 “CONFIDENTIAL legend”), to each page that contains protected material.

If only a 15 portion of the material on a page qualifies for protection, the Producing Party also must 16 clearly identify the protected portion(s) (e.g., by making appropriate markings in the 17 margins). 18 A Party or Non-Party that makes original documents available for inspection 19 need not designate them for protection until after the inspecting Party has indicated 20 which documents it would like copied and produced.

During the inspection and before 21 the designation, all of the material made available for inspection shall be deemed 22 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants 23 copied and produced, the Producing Party must determine which documents, or portions 24 thereof, qualify for protection under this Order. Then, before producing the specified 25 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page 26 that contains Protected Material.

If only a portion of the material on a page qualifies 27 for protection, the Producing Party also must clearly identify the protected portion(s) 28 (e.g., by making appropriate markings in the margins). 1 (b) for testimony given in depositions that the Designating Party identifies the 2 Disclosure or Discovery Material on the record, before the close of the deposition all 3 protected testimony.

4 (c) for information produced in some form other than documentary and for 5 any other tangible items, that the Producing Party affix in a prominent place on the 6 exterior of the container or containers in which the information is stored the legend 7 “CONFIDENTIAL.” If only a portion or portions of the information warrants 8 protection, the Producing Party, to the extent practicable, shall identify the protected 9 portion(s).

10 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 11 failure to designate qualified information or items does not, standing alone, waive the 12 Designating Party’s right to secure protection under this Order for such material. Upon 13 timely correction of a designation, the Receiving Party must make reasonable efforts to 14 assure that the material is treated in accordance with the provisions of this Order.

15 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS 16 8.1 Timing of Challenges. Any Party or Non-Party may challenge a 17 designation of confidentiality at any time that is

consistent with the Court's Scheduling 18 Order. 19 8.2 Meet and Confer.

The Challenging Party shall initiate the dispute 20 resolution process under Local Rule 37.1, et seq. 21 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint 22 stipulation pursuant to Local Rule 37-2. 23 8.4 The burden of persuasion in any such challenge proceeding shall be on the 24 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., 25 to harass or impose unnecessary expenses and burdens on other parties) may expose the 26 Challenging Party to sanctions.

Unless the Designating Party has waived or withdrawn 27 the confidentiality designation, all parties shall continue to afford the material in 28 1 question the level of protection to which it is entitled under the Producing Party's 2 designation until the Court rules on the challenge. 3 9. ACCESS TO AND USE OF PROTECTED MATERIAL 4 9.1 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 6 only for prosecuting, defending, or attempting to settle this Action.

Such Protected 7 Material may be disclosed only to the categories of persons and under the conditions 8 described in this Order. When the Action has been terminated, a Receiving Party must 9 comply with the provisions of section 15 below (FINAL DISPOSITION). 10 Protected Material must be stored and maintained by a Receiving Party at a 11 location and in a secure manner that ensures that access is limited to the persons 12 authorized under this Order.

13 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise 14 ordered by the court or permitted in writing by the Designating Party, a Receiving Party 15 may disclose any information or item designated "CONFIDENTIAL" only to: 16 (a) the Receiving Party's Outside Counsel of Record in this Action, as well 17 as employees of said Outside Counsel of Record to whom it is reasonably necessary to 18 disclose the information for this Action; 19 (b) the officers, directors, and employees (including House Counsel) of the 20 Receiving Party to whom disclosure is reasonably necessary for this Action; 21 (c) Experts (as defined in this Order) of the Receiving Party to whom 22 disclosure is reasonably necessary for this Action and who have signed the 23 "Acknowledgment and Agreement to Be Bound" (Exhibit A); 24 (d) the court and its personnel; 25 (e) court reporters and their staff; 26 (f) professional jury or trial consultants, mock jurors, and Professional 27 Vendors to whom disclosure is reasonably necessary for this Action and who have 28 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 1 (g) the author or recipient of a document containing the information or a 2 custodian or other person who otherwise possessed or knew the information; 3 (h) during their depositions, witnesses, and attorneys for witnesses, in the 4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party 5 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will 6 not be permitted to keep any confidential information unless they sign

the 7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed 8 by the Designating Party or ordered by the court.

Pages of transcribed deposition 9 testimony or exhibits to depositions that reveal Protected Material may be separately 10 bound by the court reporter and may not be disclosed to anyone except as permitted 11 under this Stipulated Protective Order; and 12 (i) any mediators or settlement officers, and their supporting personnel, 13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 15 OTHER LITIGATION 16 If a Party is served with a subpoena or a court order issued in other litigation that 17 compels disclosure of any information or items designated in this Action as 18 “CONFIDENTIAL,” that Party must: 19 (a) promptly notify in writing the Designating Party. Such notification shall 20 include a copy of the subpoena or court order; 21 (b) promptly notify in writing the party who caused the subpoena or order to 22 issue in the other litigation that some or all of the material covered by the subpoena or 23 order is subject to this Protective Order.

Such notification shall include a copy of this 24 Stipulated Protective Order; and 25 (c) cooperate with respect to all reasonable procedures sought to be pursued 26 by the Designating Party whose Protected Material may be affected. 27 If the Designating Party timely seeks a protective order, the Party served with the 28 subpoena or court order shall not produce any information designated in this action as 1 “CONFIDENTIAL” before a determination by the court from which the subpoena or 2 order issued, unless the Party has obtained the Designating Party’s permission.

The 3 Designating Party shall bear the burden and expense of seeking protection in that court 4 of its confidential material and nothing in these provisions should be construed as 5 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive 6 from another court. 7 11. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED 8 IN THIS LITIGATION 9 (a) The terms of this Order are applicable to information produced by a Non- 10 Party in this Action and designated as “CONFIDENTIAL.” Such information produced 11 by Non-Parties in connection with this litigation is protected by the remedies and relief 12 provided by this Order.

Nothing in these provisions should be construed as prohibiting 13 a Non-Party from seeking additional protections. 14 (b) In the event that a Party is required, by a valid discovery request, to 15 produce a Non-Party’s confidential information in its possession, and the Party is 16 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential 17 information, then the Party shall: 18 (1) promptly notify in writing the Requesting Party and the Non-Party that 19 some or all of the information requested is subject to a confidentiality agreement with 20 a Non-Party; 21 (2) promptly provide the Non-Party with a copy of the Stipulated Protective 22 Order in this Action, the relevant discovery request(s), and a reasonably specific 23 description of the

information requested; and 24 (3) make the information requested available for inspection by the Non-Party, 25 if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within 14 27 days of receiving the notice and accompanying information, the Receiving Party may 28 produce the Non-Party's confidential information responsive to the discovery request. 1 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce 2 any information in its possession or control that is subject to the confidentiality 3 agreement with the Non-Party before a determination by the court.

Absent a court order 4 to the contrary, the Non-Party shall bear the burden and expense of seeking protection 5 in this court of its Protected Material. 6 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 8 Protected Material to any person or in any circumstance not authorized under this 9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing 10 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve 11 all unauthorized copies of the Protected Material, (c) inform the person or persons to 12 whom unauthorized disclosures were made of all the terms of this Order, and (d) request 13 such person or persons to execute the "Acknowledgment and Agreement to Be Bound" 14 attached hereto as Exhibit A. 15 13.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 16 PROTECTED MATERIAL 17 When a Producing Party gives notice to Receiving Parties that certain 18 inadvertently produced material is subject to a claim of privilege or other protection, 19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 20 Procedure 26(b) (5)(B). This provision is not intended to modify whatever procedure 21 may be established in an e-discovery order that provides for production without prior 22 privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 23 parties reach an agreement on the effect of disclosure of a communication or 24 information covered by the attorney-client privilege or work product protection, the 25 parties may incorporate their agreement in the stipulated protective order submitted to 26 the court. 27 28 1 14. MISCELLANEOUS 2 14.1 Right to Further Relief.

Nothing in this Order abridges the right of any 3 person to seek its modification by the Court in the future. 4 14.2 Right to Assert Other Objections. By stipulating to the entry of this 5 Protective Order no Party waives any right it otherwise would have to object to 6 disclosing or producing any information or item on any ground not addressed in this 7 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 8 ground to use in evidence of any of the material covered by this Protective Order. 9 14.3 Filing Protected Material. A Party that seeks to

file under seal any 10 Protected Material must comply with Local Civil Rule 79-5. Protected Material may 11 only be filed under seal pursuant to a court order authorizing the sealing of the specific 12 Protected Material.

If a Party's request to file Protected Material under seal is denied 13 by the court, then the Receiving Party may file the information in the public record 14 unless otherwise instructed by the court. 15 15. FINAL DISPOSITION 16 After the final disposition of this Action, as defined in paragraph 4, within 60 17 days of a written request by the Designating Party, each Receiving Party must return all 18 Protected Material to the Producing Party or destroy such material.

As used in this 19 subdivision, "all Protected Material" includes all copies, abstracts, compilations, 20 summaries, and any other format reproducing or capturing any of the Protected 21 Material. Whether the Protected Material is returned or destroyed, the Receiving Party 22 must submit a written certification to the Producing Party (and, if not the same person 23 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by 24 category, where appropriate) all the Protected Material that was returned or destroyed 25 and (2) affirms that the Receiving Party has not retained any copies, abstracts, 26 compilations, summaries or any other format reproducing or capturing any of the 27 Protected Material.

Notwithstanding this provision, Counsel are entitled to retain an 28 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, 1 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney 2 work product, and consultant and expert work product, even if such materials contain 3 Protected Material.

Any such archival copies that contain or constitute Protected 4 Material remain subject to this Protective Order as set forth in Section 6 (DURATION). 5 16. VIOLATION 6 Any violation of this Order may be punished by any and all appropriate measures 7 including, without limitation, contempt proceedings and/or monetary sanctions. 8 9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 11 DATED: February 20, 2025 K2 EMPLOYMENT LAW 12 13 By: /s/ Douglas Hoang Douglas Hoang 14 Attorneys for Plaintiff STEPHEN ROZZO 15 16 DATED: February 20, 2025 REED SMITH LLP 17 18 By: /s/ Corrie J. Buck Michael R. Kleinmann 19 Corrie J. Buck Attorneys for Defendant 20 SUN PHARMACEUTICAL INDUSTRIES, INC. 21 22 23 ATTESTATION 24 I, Corrie J. Buck, attest that all signatories listed, and on whose behalf the filing 25 is submitted, concur in the filing's content and have authorized the filing.

26 27 28 1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 2 3 DATED: 2/21/2025
_____ HON. A. JOEL RICHLIN 4 United States Magistrate Judge 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 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 5 entirety and understand the Stipulated Protective Order that was issued by the United 6 States District Court for the Central District of California on [date] in the case of 7 Stephen Rozzo v. Sun Pharmaceutical Industries, Inc., Case No. 2:23-cv-07624.

I 8 agree to comply with and to be bound by all the terms of this Stipulated Protective 9 Order and I understand and acknowledge that failure to so comply could expose me to 10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not 11 disclose in any manner any information or item that is subject to this Stipulated 12 Protective Order to any person or entity except in strict compliance with the 13 provisions of this Order.

I further agree to submit to the jurisdiction of the United 14 States District Court for the Central District of California for the purpose of enforcing 15 the terms of this Stipulated Protective Order, even if such enforcement proceedings 16 occur after termination of this action. I hereby appoint _____ [print 17 or type full name] of _____ [print or type full address and telephone 18 number] as my California agent for service of process in connection with this action or 19 any proceedings related to enforcement of this Stipulated Protective Order.

20 Date: 21 City and State where sworn and signed: 22 23 Printed name: 24 25 Signature: 26 27 28