

Attorneys for Defendant  
KEVIN HALLORAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

## COUNTY OF LOS ANGELES

CALIFORNIA DEPARTMENT OF  
PUBLIC HEALTH AND BUREAU OF  
CANNABIS CONTROL,

Plaintiffs,

V.

VERTICAL BLISS, INC., KUSHY PUNCH, INC., CONGLOMERATE MARKETING, LLC, MORE AGENCY, INC., RUBEN KACHIAN aka RUBEN CROSS, ARUTYUN BARSAMYAN, KEVIN HALLORAN, MIKE A. TOROYAN, and DOES 1 through 30, inclusive,

Defendants.

Case No.: 20CHCV00560

Assigned to: Hon. Stephen P. Pfahler

Department: F49 - Chatsworth Courthouse

# NOTICE OF ENTRY OF PROTECTIVE ORDER

Complaint Filed: September 23, 2020

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that the Court has entered the Protective Order pursuant to the parties' Stipulation in the above-captioned matter. Attached hereto as Exhibit "A" is a true and correct copy of the Order.

Dated: May 13, 2022

WILSON, ELSE, MOSKOWITZ,  
EDELMAN & DICKER LLP

By: /s/ Ian A. Stewart

Ian A. Stewart  
Attorneys for Defendant  
KEVIN HALLORAN

# **EXHIBIT A**

1 Ian A. Stewart (State Bar No: 250689)  
2 **WILSON ELSEER MOSKOWITZ**  
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9 Attorneys for Defendant  
10 KEVIN HALLORAN

**FILED**  
Superior Court of California  
County of Los Angeles  
05/11/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By: A. Chebishyan Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

NORTH VALLEY DISTRICT - CHATSWORTH COURTHOUSE

DEPARTMENT OF CANNABIS  
CONTROL

Plaintiffs,

v.

VERTICAL BLISS, INC., KUSHY  
PUNCH, INC., CONGLOMERATE  
MARKETING, LLC, MORE AGENCY,  
INC., RUBEN KACHIAN aka RUBEN  
CROSS, ARUTYUN BARSAMYAN,  
KEVIN HALLORAN, MIKE A.  
TOROYAN, and DOES 1 through 30,  
inclusive,

Defendants.

) Case No.: 20CHCV00560  
) Assigned to: Hon. Stephen P. Pfahler  
) Department: F49

) **STIPULATION AND**  
) **~~[PROPOSED]~~ PROTECTIVE ORDER**

) Complaint Filed: September 23, 2020

WHEREAS, during the course of this action, the parties or others may be required to produce in discovery information which a party or the person or entity from whom discovery is sought considers to be confidential personal or medical information, confidential and proprietary intellectual property, confidential information pertaining to the financial affairs of the parties, trade secret or other information subject to privacy protection under applicable constitutional and statutory laws; and

WHEREAS, the parties hereto desire to agree to a protective order for the protection of Confidential Information during the pendency of this action and thereafter, and also for resolution

1  
STIPULATION AND [PROPOSED] PROTECTIVE ORDER

1 of other issues which have or may arise in connection with this litigation;

2 THEREFORE, IT IS ORDERED that:

3 1. **Terms:** The terms defined in this Paragraph shall have the meanings provided. Defined  
4 terms may be used in the singular or plural.

5 1.1 **"Action"** means the pretrial proceedings and trial or settlement of Department of  
6 Cannabis Control. v. Vertical Bliss Inc. et al, pending in the Superior Court of California, County  
7 of Los Angeles, Case No. 20CHCV00560.

8 1.2 **"Court"** means the Superior Court of California, County of Los Angeles.

9 1.3 **"Producing Party"** means the party, or the person or entity other than a party,  
10 being asked to produce documents or information considered by that party person or entity to be  
11 confidential information, and includes a party asserting a confidentiality interest in information  
12 produced by others.

13 1.4 **"Receiving Party"** means that party/person/entity receiving or requesting  
14 production of confidential information.

15 1.5 **"Challenging Party"** means a Party that challenges the designation of  
16 information or items under this Order.1.3

17 1.6 **"Confidential" or "Confidential Information"** are designations made with a  
18 good faith belief intended to convey that the information being produced, whether or not  
19 embodied in any physical medium, including all originals and copies of any document, contains  
20 non-public, proprietary intellectual property and/or trade secret information, including financial  
21 information, used by the Producing Party in or pertaining to that party's business, or information  
22 pertaining to third-party privacy interests, which information the Producing Party reasonably and  
23 in good faith believes contains or concerns confidential, proprietary information, and corporate  
24 information not otherwise covered above, including but not limited to information regarding  
25 product design, development, marketing, manufacturing, distributing and selling that are  
26 generally considered as proprietary and confidential. Confidential Information shall also include  
27 any summaries or portions of documents created or derived from original documents deemed  
28 Confidential under this Order.



1           1.7    **"Litigation Documents"** means all pleadings, motions, affidavits and related  
2 papers, all documents produced or exchanged in the course of this action or any settlement  
3 negotiations, all written discovery responses and all transcripts and testimony given in  
4 depositions, in hearings or at trial.

5           1.8    **"Termination"** means the dismissal of this Action, or entry of final judgment or  
6 expiration of all periods to appeal or seek judicial review of this action.

7    **2.    Redaction of Documents**

8           2.1    The Producing Party may redact information that must be redacted under  
9 applicable state and federal privacy laws, as "Confidential" information from any documents or  
10 information it produces, regardless of whether the document itself is designated or deemed to be  
11 "Confidential."

12          2.2    Any discovery materials so redacted shall be redacted in a way so that the extent  
13 of the redaction is clear to the Receiving Party. Additionally, the producing party must provide a  
14 log of the redaction and must state which state and federal privacy laws apply.

15          2.4    If there is a dispute as to whether any redacted material qualifies for redaction  
16 under this section, counsel may follow the procedure detailed in Section 6 (Challenge of  
17 Designation) below, which may require this Court's in camera inspection of a document on the  
18 issue of whether certain information is entitled to redaction.

19    **3.    Use of "Confidential" Designated Material.**

20          3.1    Nothing in this Order shall preclude use of "Confidential" information during trial  
21 of this Action and the Court will address any issues relating to use of "Confidential" information  
22 as part of the trial proceeding in open court at the commencement of any trial. In addition,  
23 parties may disclose documents designated "Confidential" information to "Qualified Persons" as  
24 defined in paragraphs 3.2.

25               (a)   Submission to this Court of materials or the contents of materials  
26                       designated "Confidential" information shall not constitute a violation of,  
27                       or a waiver of, the protections afforded by this Stipulation and Protective  
28                       Order to the materials or contents of the materials so submitted. (Provided



the provisions of paragraph 7 are followed.)

(b) The disclosure by counsel for a party to this Action of materials or the contents of materials designated "Confidential" information to other counsel, to paralegals, clerical staff employed in the disclosing counsel's office, and third-party vendors who are assisting counsel in the prosecution, defense or settlement of this Action shall not constitute a violation of, or a waiver of, the protections afforded by this Stipulation and Protective Order to the materials or contents of the materials so disclosed.

(c) The disclosure by counsel for a party to this Action of materials or the contents of materials designated "Confidential" information to experts or consultants who are employed by such counsel to work on this action, and who, prior to such disclosure, have executed an Affidavit in the form attached hereto as Attachment A (Agreement to Maintain Confidentiality), shall not constitute a violation of, or a waiver of, the protections afforded by this Stipulation and Protective Order to the materials or contents of the materials so disclosed.

(d) Counsel shall maintain a list of all persons to whom the "Confidential" information will be disseminated and disclosed. Such list shall be available for inspection by counsel for other parties upon request.

3.2 "Qualified Person" for documents designated "Confidential" means:

- (a) Such attorneys, paralegal assistants, clerical staff, information technology staff, third parties, insurers and/or liability indemnitors and their employees employed by counsel of record for the parties in this Action and who have been specifically assigned to assist counsel in the prosecution, defense or settlement of this Action;
- (b) Persons noticed for depositions or designated as trial witnesses;
- (c) Any party, including employees of a party;



- 1 (d) Any expert or consultant, including any employees thereof, used or  
2 retained by counsel or a party as an expert or consultant, to the extent  
3 deemed necessary by counsel to aid in the prosecution, defense or  
4 settlement of this Action, provided that each such expert has read this  
5 Stipulation and Protective Order in advance of disclosure and undertakes  
6 in writing to be bound by its terms.
- 7 (e) Employees of third-party vendors involved in one or more aspects of  
8 organizing, filing, coding, converting, storing, or retrieving data or  
9 designating programs for handling data connected with this action,  
10 including but not limited to the performance of such duties in relation to a  
11 computerized litigation support system;
- 12 (f) The Court or any other Court having jurisdiction over discovery  
13 procedures in this Action;
- 14 (g) Any person designated by the Court in the interest of justice, upon such  
15 terms as the Court may deem proper;
- 16 (h) Any court reporter or typist recording or transcribing testimony in this  
17 Action and any outside independent reproduction firm;
- 18 (i) In-house counsel (and related staff) for a party; and
- 19 (j) Jurors in this Action.

20 3.3 No person receiving discovery material or a transcript designated as  
21 "Confidential" information pursuant to this Stipulation and Protective Order shall disclose it or  
22 its contents to any person other than those described in Paragraphs 3.1, 3.2, or 10. No such  
23 disclosure shall be made for any purpose other than those specified in Paragraphs 3.1, 3.2, or 10,  
24 respectively, and in no event shall such person make any other use of such discovery material or  
25 transcript.

26 **4. Designation of "Confidential" Information.**

27 4.1 **Documents.** Any Producing Party may, in good faith, designate "Confidential"  
28 information contained in a document or thing specifically by marking the entire document or

1 thing as "Confidential." A party who files a pleading, brief, transcript or other document with  
2 the Court that contains, refers to or attaches "Confidential" information shall comply with  
3 California Rules of Court 2.550 and 2.551.

4       4.2     **Depositions.** Any Producing Party may, in good faith, designate information or  
5 documents disclosed during deposition as "Confidential" information by indicating on the record  
6 at the deposition that a specified part of the testimony given or to be given, and/or all or any part  
7 of the document or thing marked for identification at such deposition is "Confidential"  
8 information subject to the provisions of this Stipulation and Protective Order. In the case of  
9 deposition testimony, confidentiality designations shall be made within thirty (30) days after the  
10 transcript has been received by Producing Party or its attorney, whichever comes earlier, making  
11 the designation and shall specify the testimony being designated "Confidential" information by  
12 page and line number(s). Each party shall attach a copy of any written statements specifying  
13 which documents or portions of the deposition transcript are to be treated as "Confidential" to  
14 the face of the transcript and each copy thereof in its possession, custody or control. Until the  
15 expiration of such 30 day period, the entire text of the deposition, including all testimony therein  
16 and exhibits thereto, shall be treated as "Confidential" information under this Stipulation and  
17 Protective Order. The deposition of any witness (or any portion of such deposition) that  
18 encompasses "Confidential" information shall be taken only in the presence of persons who are  
19 qualified to have access to such information as defined by Paragraph 3.2.

20       4.3     **Non-documentary information and tangible items:** For information produced  
21 in some form other than documentary and for any other tangible items, that the Producing Party  
22 affix in a prominent place on the exterior of the container or containers in which the information  
23 or item is stored, the legend "CONFIDENTIAL." If only a portion or portions of the information  
24 or item warrant protection, the Producing Party, to the extent practicable, shall identify the  
25 protected portion(s).

26       4.4     **Written Discovery.** Any party may, in good faith, designate "Confidential" or  
27 "Highly Confidential" information contained in written discovery responses by designating the  
28 responses "Confidential."



1     **5.     Mistake or Inadvertence.** Notwithstanding the procedure set forth in paragraph 4,  
2 above, documents or other discovery materials produced and not designated as "Confidential"  
3 through mistake or inadvertence shall likewise be deemed "Confidential" upon notice of such  
4 mistake or inadvertence. Any party receiving such inadvertently unmarked documents shall  
5 make good faith efforts to retrieve documents distributed to persons not entitled to receive  
6 documents with the corrected designation. Any party may request a change in the designation of  
7 any information designated "Confidential". Any such document shall be treated as designated  
8 until the change is completed.

9             Moreover, where a Producing Party has inadvertently produced a document which the  
10 Producing Party later claims should not have been produced because of privilege, the Producing  
11 Party may require the return of any such document within 10 days of discovering that it was  
12 inadvertently produced (or inadvertently produced without redacting the privileged content). A  
13 request for the return of any document shall identify the document by Bates number and the basis  
14 for asserting that the specific document (or portions thereof) is subject to the attorney-client  
15 privilege, the work product doctrine, or any other applicable privilege or immunity from  
16 discovery, the basis for asserting that the production was inadvertent, and the date of discovery  
17 that there had been an inadvertent production. The inadvertent production of any document  
18 which a Producing Party later claims should not have been produced because of a privilege will  
19 not be deemed to be a waiver of any privilege to which the Producing Party would have been  
20 entitled had the privileged document not inadvertently been produced. If a Producing Party  
21 requests the return of the document, pursuant to this paragraph, of any such document from  
22 another party, the party to whom the request is made shall within ten (10) days, return to the  
23 requesting party all copies of the document within its possession, custody, or control – including  
24 all copies in the possession of experts, consultants, or others to whom the document was  
25 provided. In the event that only portions of the document contain privileged subject matter, the  
26 Producing Party shall substitute a redacted version of the document at the time of making the  
27 request for the return of the requested document. Should any party challenge the assertion of  
28 privilege, the parties will follow the procedure outlined in sections 6.1 and 6.2.

1     **6. Challenge of Designation.**

2           6.1     A Receiving Party (or entity who intervenes for such purpose) who disputes a  
3     claim of confidentiality as to any information designated as "Confidential" information may at  
4     any time challenge the Producing Party from whom the designation was received and request  
5     that the Producing Party withdraw its confidentiality designation. The same procedure will apply  
6     to the extent a Receiving Party challenges a redaction made to any document. The Producing  
7     Party who redacted a document or designated the material as "Confidential" information shall  
8     have ten (10) days to respond in writing to the Receiving Party's challenge either by agreeing to  
9     remove the designation or by standing by the designation. If a Producing Party who designated  
10    material as "Confidential" refuses to remove said designation or redaction, the Producing Party  
11    must file a motion with the Court seeking to maintain the "Confidential" designation within  
12    fourteen (14) days thereafter and shall bear the burden of proving that the document is entitled to  
13    such a designation. This paragraph does not prevent the parties from agreeing to a longer time  
14    period to file the motion. Any motion under this section will follow the procedure in section 6.2.  
15    Failure by the Producing Party to timely file the motion with the Court will result in the  
16    "Confidential" designation and any accompanying redaction being forfeited and deemed  
17    automatically withdrawn and the Producing Party must thereafter, within 5-days of the expiration  
18    of the motion filing deadline, promptly produce unredacted copies of any challenged redacted  
19    documents.

20           A Party does not waive its right to challenge a confidentiality designation by electing not  
21    to mount a challenge promptly after the original designation is disclosed.

22           6.2     If Confidential Information is submitted to or otherwise disclosed to the Court in  
23    connection with discovery motions and proceedings, the same shall be separately filed under seal  
24    with the clerk of the Court in an envelope marked: "CONFIDENTIAL – FILED UNDER SEAL  
25    PURSUANT TO PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING  
26    ORDER REQUIRED." Alternatively, Confidential Information may be marked as confidential  
27    by selecting "conditionally under seal" when electronically filing such documents with the Los  
28    Angeles Superior Court. The Receiving Party objecting to the designation shall not disclose any

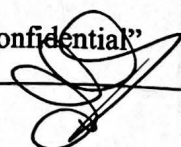
1 such designated matter beyond the scope permitted by this Stipulated Protective Order until a  
2 final determination of the issue has been made by the Court or otherwise.

3 **7. Court Filings.** The parties agree to take all steps necessary to comply with the  
4 “Confidential” designation, including with respect to any documents intended to be used as  
5 exhibits or discussed in Court filings. To that end, any party wishing to include “Confidential”  
6 material as part of its filing shall comply with the procedures indicated in California Rules of  
7 Court Rule 2.550 and 2.551.

8 **8. Subpoena by the Courts or Agencies.** If another court, governmental body or an  
9 administrative agency subpoenas or orders production of “Confidential” information that the  
10 parties have obtained under the terms of this Stipulation and Protective Order, the parties shall  
11 promptly notify the Producing Party of the pendency of such subpoena or order. In no event  
12 shall documents designated as “Confidential” be produced prior to the expiration of ten (10)  
13 business days following confirmation of receipt of written notice by the Producing Party. With  
14 respect to any subpoena the Producing Party shall have the burden and the expense of seeking  
15 the protection, if any, in the applicable court.

16 **9. Client Consultations.** Nothing in this Stipulation and Protective Order shall prevent or  
17 otherwise restrict counsel from rendering advice to their clients and, in the course thereof,  
18 relying generally on examination of “Confidential” information; provided however, that  
19 rendering such advice and otherwise communicating with such clients, counsel shall not make  
20 specific disclosure of any item so designated except pursuant to the procedures of Paragraph 3.

21 **10. Use.** Persons obtaining access to “Confidential” information under this Stipulation and  
22 Protective Order shall use the information solely for the litigation of this Action, including any  
23 appeals and/or enforcement of any judgment that results from this action. “Confidential”  
24 information shall not be used for any other purpose without separate written agreement of the  
25 Party that produced the “Confidential” information. All other disclosure and use of  
26 “Confidential” information during the pendency of this action or after its termination are hereby  
27 prohibited. Nothing in this Protective Order, however, precludes any party from making  
28 disclosures to government authorities to the extent that it is required to disclose “Confidential”





1 information by law or for the purpose of undertaking further investigations or enforcement  
2 actions based upon that information.

3 **11. Non-Termination.** The provisions of this Stipulation and Protective Order shall  
4 continue to be binding on the Parties and on each person executing a Confidentiality Statement,  
5 during and after the litigation of this action, unless otherwise ordered by the Court upon a duly  
6 noticed motion to all Parties. Each person subject to this Stipulation and Protective Order shall  
7 continue to be subject to the jurisdiction of this Court for the purposes of enforcement of the  
8 confidentiality terms of this Stipulation and Protective Order.

9 **12. Modification Permitted.** Nothing in this Stipulation and Protective Order shall prevent  
10 a party from seeking modification of this Stipulation and Protective Order, or from objecting to  
11 discovery that it believes otherwise to be improper.

12 **13. No Waiver.**

13 Review of the "Confidential" information by counsel, experts, or consultants for the  
14 litigants in this Action shall not waive the confidentiality of the documents or objections to  
15 production.

16 13.1 The inadvertent, unintentional, or *in camera* disclosure of "Confidential"  
17 information shall not, under any circumstances, be deemed a waiver in whole or in part, of any  
18 party's claims of confidentiality.

19 13.2 Nothing contained in this Stipulation and Protective Order shall constitute a  
20 waiver of, or otherwise prejudice the Producing Party's right to protect from disclosure any  
21 information based on any applicable privilege, right of privacy, trade secret protection or other  
22 statutory or common law immunity.

23 13.3 Inadvertent production of documents subject to work-product immunity, the  
24 attorney-client privilege or other legal privilege protecting information from discovery shall not  
25 constitute a waiver of the immunity or privilege, provided that the Producing Party shall  
26 promptly notify the receiving party in writing of such inadvertent production as provided for in  
27 paragraph 5. If notification is made in compliance with paragraph 5, such inadvertently  
28 produced documents and all copies thereof, as well as all notes or other work product reflecting



1 the contents of such materials, shall be returned to the Producing Party or destroyed, upon  
2 request. No use of such documents shall be made during deposition or at trial, nor shall they be  
3 shown to anyone who was not given access to them prior to the request to return or destroy them.

4 **14. Scope of Stipulation and Protective Order**

5 14.1 Nothing contained in this Stipulation and Protective Order and no action taken  
6 pursuant to it shall prejudice the right of any party to contest the alleged confidentiality,  
7 relevancy, admissibility, or discoverability of the "Confidential" information sought.

8 14.2 Each Party shall retain all rights and remedies available to it under the law for the  
9 enforcement of this order against anyone who violates it.

10 14.3 The terms of this Stipulation and Protective Order shall survive and remain in  
11 effect after the termination of this Action. The parties agree that the Court may maintain  
12 jurisdiction over this matter beyond the termination of this Action for purposes of enforcement of  
13 this agreement.

14 **15. Treatment on Conclusion of Action**

15 15.1 **Order Remains in Effect.** All provisions of this Protective Order restricting the  
16 use of Protected Materials designated "Confidential" shall continue to be binding after the  
17 conclusion of the Action, including the conclusion of any appeal, unless otherwise agreed or  
18 ordered;

19 15.2 **Return or Deletion of CONFIDENTIAL Protected Materials.** Within thirty  
20 (30) calendar days after the conclusion of this Action, including conclusion of any appeal,  
21 judgment enforcement action all Protected Materials treated as "Confidential" under this  
22 Protective Order, including Copies as defined in paragraph 7.4 above, shall be returned to the  
23 Producing Party unless: (1) the Protected Materials have been entered as evidence or filed  
24 (unless introduced or filed under seal); (2) the Parties stipulate to destruction or deletion of  
25 electronic files in lieu of return; or (3) as to "Confidential" Protected Materials containing the  
26 notations, summations, or other mental impressions of the receiving Party, that Party elects  
27 destruction. As used in this section, "Protected Material(s)" includes all copies, abstracts,  
28 compilations, summaries, and any other format reproducing or capturing any of the Protected

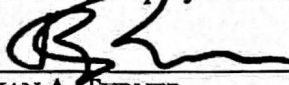
1 Material. This section does not apply to any disclosures lawfully made to government authorities  
2 pursuant to paragraph 10, above.

3 15.3. Whether the Protected Material is returned or destroyed, the Receiving Party must  
4 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
5 Designating Party) by the 30 day deadline that (1) identifies (by category, where appropriate) all  
6 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
7 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
8 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
9 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
10 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
11 product, and consultant and expert work product, even if such materials contain Protected  
12 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
13 this Stipulation and Protective Order.

14  
15 IT IS SO STIPULATED.

16  
17 DATED: April, 18, 2022

18 ROB BONTA  
19 Attorney General of California  
20 HARINDER K. KAPUR  
21 Senior Assistant Attorney General  
22 JOSHUA B. EISENBERG  
23 Supervising Deputy Attorney General

24 By   
25 ETHAN A. TURNER  
26 MICHAEL J. YUN  
27 Deputy Attorneys General  
28 Attorneys for Plaintiff  
Department of Cannabis Control

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1  
2 DATED: May 3, 2022  
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Law Offices of Margarita Salazar, APLC

4 By

Margarita Salazar

Attorney for Defendants

Ruben Kachian, Vertical Bliss, Inc., Kushy  
Punch, Inc., Conglomerate Marketing, LLC,  
More Agency, Inc., Arutyun Barsamyan, and  
Mike A. Toroyan

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8 DATED:

9 4/29/22  
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WILSON ELSEY MOSKOWITZ

EDELMAN & DICKER

11 By

Ian A. Stewart

Attorney for Defendant

Kevin Halloran

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15 IT IS SO ORDERED.

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17 DATED: 05/11/2022



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Stephen P. Pfahler / Judge

The Honorable Stephen P. Pfahler  
Judge of the Superior Court

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type address],

declare under penalty of perjury that I have read and understand the Protective Order that was  
issued by the Superior Court of the State of California, Los Angeles, in the case *Department of  
Cannabis Control. v. Vertical Bliss, Inc., et al.*, Los Angeles County Superior Court Case No.  
20CHCV00560. I agree to comply with and to be bound by the terms of this Protective Order  
and I understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt of court. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this 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 Superior Court of California,  
Sacramento County for the purpose of enforcing the terms of this Protective order, even if such  
enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and state where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_





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**PROOF OF SERVICE**

Code Civ. Proc., § 1013b  
*CA Dept. of Health v. Vertical Bliss, et al.* – Case No. 20CHCV00560  
WEMED Matter No. 23193.00001

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 555 South Flower Street, Suite 2900, Los Angeles, California 90071. My electronic service address is michelle.kang@wilsonelser.com.

On **May 13, 2022**, I caused the foregoing document, entitled “**NOTICE OF ENTRY OF PROTECTIVE ORDER**,” to be served on the person(s) identified in the attached Service List, at their respective electronic service address(es), by the below-indicated means:

**[X] (BY ELECTRONIC SERVICE)** I electronically served the foregoing document in PDF format on behalf of KEVIN HALLORAN.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **May 13, 2022**, at Los Angeles, California.

/s/ Michelle Kang  
Michelle Kang

**SERVICE LIST**

***CA Dept. of Health v. Vertical Bliss, et al.***  
**Los Angeles County Superior Court Case No. 20CHCV00560**  
**WEMED File No. 23193.00001**

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