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 18 and SHAWN SANGELADJI

19 **UNITED STATES DISTRICT COURT**  
 20 **CENTRAL DISTRICT OF CALIFORNIA**

21 JACQUELINE RODRIGUEZ, an  
 individual, and SHAWN  
 22 SANGELADJI, an individual,

23 Plaintiffs,

24 v.

25 AMERICANWEST BANK, a  
 Washington corporation; BANNER  
 26 BANK, a Washington corporation; and  
 27 DOES 1 through 50, inclusive,

28 Defendants.

Case No. 2:15-cv-05831-MRW

Assigned for All Purposes to:  
 Magistrate Judge Michael R. Wilner  
 Los Angeles – Roybal, Courtroom 550

**STIPULATED PROTECTIVE  
 ORDER OF THE PARTIES**

Complaint Filed: June 1, 2015  
 Removed: August 3, 2015  
 Trial Date: August 23, 2016

1 1. INTRODUCTION

2 1.1 Purposes and Limitations

3 Discovery in this action is likely to involve production of confidential,  
4 proprietary, or private information for which special protection from public  
5 disclosure and from use for any purpose other than prosecuting this litigation may be  
6 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
7 the following Stipulated Protective Order. The parties acknowledge that this Order  
8 does not confer blanket protections on all disclosures or responses to discovery and  
9 that the protection it affords from public disclosure and use extends only to the  
10 limited information or items that are entitled to confidential treatment under the  
11 applicable legal principles. The parties further acknowledge, as set forth in  
12 Section 2.3, below, that this Stipulated Protective Order does not entitle them to file  
13 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
14 that must be followed and the standards that will be applied when a party seeks  
15 permission from the Court to file material under seal.

16 1.2 Good Cause Statement

17 Good cause exists for the Court to enter this pretrial protective order. *Cf.*  
18 *Oliner v. Kontrabecki*, 745 F.3d 1024, 1026 (9th Cir. 2014). Plaintiffs Jacqueline  
19 Rodriguez and Shawn Sangeladji (“Plaintiffs”) were formerly employed by  
20 Defendant AmericanWest Bank, to which Banner Bank is the successor in interest  
21 (“Defendant”). In their First Amended Complaint, Plaintiffs allege, in part, that  
22 accounts of AmericanWest Bank’s customers may have been opened fraudulently  
23 and that AmericanWest Bank’s supervisors instructed Plaintiffs to selectively violate  
24 state and federal banking laws. Thus, Plaintiffs have sought discovery regarding the  
25 bank account information of AmericanWest Bank’s customers as well as discovery  
26 concerning AmericanWest Bank’s compliance with state and federal banking laws.  
27 The discovery of such categories of information warrants the Court’s entry of this  
28 pretrial protective order.

1    2.    DEFINITIONS

2           2.1    Action: *Jacqueline Rodriguez, et al. v. AmericanWest Bank, et al.*, Case  
3 No. 2:15-cv-05831-MRW.

4           2.2    Challenging Party: a Party or Non-Party that challenges the designation  
5 of information or items under this Order.

6           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
7 how it is generated stored or maintained) or tangible things that qualify for protection  
8 under Federal Rule of Civil Procedure 26(c) or other applicable law, and as specified  
9 above in the Good Cause Statement.

10          2.3(a) “HIGHLY CONFIDENTIAL” Information or Items: information whose  
11 disclosure to another Party or Non-Party would create a substantial risk of serious  
12 injury that could not be avoided by less restrictive means, and as specified above in  
13 the Good Cause Statement.

14          2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
15 their support staff).

16          2.5    Designating Party: a Party or Non-Party that designates information or  
17 items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

19          2.6    Disclosure or Discovery Material: all items or information, regardless of  
20 the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, data, documents, testimony, transcripts, and tangible things),  
22 that are produced or generated in disclosures or responses to discovery in this matter.

23          2.7    Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
25 an expert witness or as a consultant in this Action.

26          2.8    House Counsel: attorneys who are employees of a Party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other outside  
28 counsel.

1           2.9 Non-Party: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
4 to this Action but are retained to represent or advise a party to this Action and have  
5 appeared in this Action on behalf of that party or are affiliated with a law firm which  
6 has appeared on behalf of that party, and includes support staff.

7           2.11 Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staff).

10          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13 Professional Vendors: persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14 Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

18          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

20 3. SCOPE

21           The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also: (1) any information copied or  
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
24 compilations of Protected Material; and (3) any testimony, conversations, or  
25 presentations by Parties or their Counsel that might reveal Protected Material. Any  
26 use of Protected Material at trial shall be governed by the orders of the trial judge.  
27 This Order does not govern the use of Protected Material at trial.

28

1 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under  
13 this Order must take care to limit any such designation to specific material that  
14 qualifies under the appropriate standards. The Designating Party must designate for  
15 protection only those parts of material, documents, items, testimony, or oral or  
16 written communications that qualify so that other portions of the material,  
17 documents, items, testimony, or communications for which protection is not  
18 warranted are not swept unjustifiably within the ambit of this Order.

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

24 If it comes to a Designating Party's attention that information or items that it  
25 designated for protection do not qualify for protection, that Designating Party must  
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in  
28 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
2 under this Order must be clearly so designated before the material is disclosed or  
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic  
6 documents, but excluding transcripts of depositions or other pretrial or trial  
7 proceedings), that the Producing Party affix at a minimum, the legend  
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” (hereinafter  
9 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
10 portion or portions of the material on a page qualifies for protection, the Producing  
11 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
12 markings in the margins).

13 A Party or Non-Party that makes original documents available for inspection  
14 need not designate them for protection until after the inspecting Party has indicated  
15 which documents it would like copied and produced. During the inspection and  
16 before the designation, all of the material made available for inspection shall be  
17 deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” After the inspecting  
18 Party has identified the documents it wants copied and produced, the Producing  
19 Party must determine which documents, or portions thereof, qualify for protection  
20 under this Order. Then, before producing the specified documents, the Producing  
21 Party must affix the “CONFIDENTIAL legend” to each page that contains Protected  
22 Material. If only a portion or portions of the material on a page qualifies for  
23 protection, the Producing Party also must clearly identify the protected portion(s)  
24 (e.g., by making appropriate markings in the margins).

25 (b) for testimony given in depositions that the Designating Party identify in  
26 writing by page and line number the Disclosure or Discovery Material within 30  
27 days after preparation of the transcript, all protected testimony.

28 (c) for information produced in some form other than documentary and for



1 any other tangible items, that the Producing Party affix in a prominent place on the  
2 exterior of the container or containers in which the information is stored the legend  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions  
4 of the information warrants protection, the Producing Party, to the extent practicable,  
5 shall identify the protected portion(s).

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

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
14 designation of confidentiality at any time that is consistent with the Court’s  
15 Scheduling Order.

16       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
17 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1,  
18 et seq.

19       6.3 The burden of persuasion in any such challenge proceeding shall be on  
20 the Designating Party. Frivolous challenges, and those made for an improper purpose  
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
22 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
23 or withdrawn the confidentiality designation, all parties shall continue to afford the  
24 material in question the level of protection to which it is entitled under the Producing  
25 Party’s designation until the Court rules on the challenge.

26 7. ACCESS TO AND USE OF PROTECTED MATERIAL

27       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
28 disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such  
2 Protected Material may be disclosed only to the categories of persons and under the  
3 conditions described in this Order. When the Action has been terminated, a  
4 Receiving Party must comply with the provisions of Section 13 below (FINAL  
5 DISPOSITION).

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

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
10 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
11 Receiving Party may disclose any information or item designated  
12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
14 as well as employees of said Outside Counsel of Record to whom it is reasonably  
15 necessary to disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel)  
17 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

21 (d) the Court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and

24 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
25 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information  
27 or a custodian or other person who otherwise possessed the document;

28 (h) during their depositions, witnesses, and attorneys for witnesses, in



1 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
2 party requests that the witness sign the form attached as Exhibit A hereto; and  
3 (2) they will not be permitted to keep any confidential information unless they sign  
4 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
5 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
6 deposition testimony or exhibits to depositions that reveal Protected Material may be  
7 separately bound by the court reporter and may not be disclosed to anyone except as  
8 permitted under this Stipulated Protective Order; and

9 (i) any mediator or settlement officer, and their supporting  
10 personnel, mutually agreed upon by any of the Parties engaged in settlement  
11 discussions.

12 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

13 Unless otherwise ordered by the Court or permitted in writing by the Designating  
14 Party, a Receiving Party may disclose any information or item designated “HIGHLY  
15 CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
17 as well as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19 (b) A Party’s House Counsel and any paralegals and support staff  
20 supervised by House Counsel, whose review of such information is reasonably  
21 necessary for the prosecution or defense of this action;

22 (c) Outside consultants, employees of copy services, or experts  
23 retained to assist counsel in this action;

24 (d) The Court, its personnel, and its reporters;

25 (e) Any person who created the document or was a recipient thereof.

26 The Parties agree to meet and confer in good faith should either Party  
27 believe disclosure of a document designated “HIGHLY CONFIDENTIAL” to a third  
28 party or a Party to this action is necessary.

1 No person permitted access to “HIGHLY CONFIDENTIAL” Information by  
2 this Stipulated Protective Order shall disclose the same, in whole or in part, to any  
3 person who has not been permitted access to such information pursuant to this  
4 Stipulation.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
6 OTHER LITIGATION

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

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

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

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

19 If the Designating Party timely files a motion for protective order, the Party  
20 served with the subpoena or court order shall not produce any information  
21 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
22 before a determination by the court from which the subpoena or order issued, unless  
23 the Party has obtained the Designating Party’s permission. The Designating Party  
24 shall bear the burden and expense of seeking protection in that court of its  
25 confidential material and nothing in these provisions should be construed as  
26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
27 directive from another court.

28

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

3 (a) The terms of this Order are applicable to information produced  
4 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
5 CONFIDENTIAL.” Such information produced by Non-Parties in connection with  
6 this litigation is protected by the remedies and relief provided by this Order.  
7 Nothing in these provisions should be construed as prohibiting a Non-Party from  
8 seeking additional protections.

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

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

16 (2) promptly provide the Non-Party with a copy of the  
17 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
18 reasonably specific description of the information requested; and

19 (3) make the information requested available for  
20 inspection by the Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this Court  
22 within 14 days of receiving the notice and accompanying information, the Receiving  
23 Party may produce the Non-Party’s confidential information responsive to the  
24 discovery request. If the Non-Party timely files a motion for protective order, the  
25 Receiving Party shall not produce any information in its possession or control that is  
26 subject to the confidentiality agreement with the Non-Party before a determination  
27 by the Court. Absent a court order to the contrary, the Non-Party shall bear the  
28 burden and expense of seeking protection in this Court of its Protected Material.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately: (1) notify in  
5 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts  
6 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or  
7 persons to whom unauthorized disclosures were made of all the terms of this Order,  
8 and (4) request such person or persons to execute the “Acknowledgment and  
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

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

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

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person or entity to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order, no Party waives any right it otherwise would have to object to  
27 disclosing or producing any information or item on any ground not addressed in this  
28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2       12.3 Filing Protected Material. A Party that seeks to file under seal any  
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
4 only be filed under seal pursuant to a Court order authorizing the sealing of the  
5 specific Protected Material at issue. If a Party's request to file Protected Material  
6 under seal is denied by the Court, then the Receiving Party may file the information  
7 in the public record unless otherwise instructed by the Court.

8 13. FINAL DISPOSITION

9       After the final disposition of this Action, as defined in paragraph 4, within  
10 60 days of a written request by the Designating Party, each Receiving Party must  
11 return all Protected Material to the Producing Party or destroy such material. As used  
12 in this subdivision, "all Protected Material" includes all copies, abstracts,  
13 compilations, summaries, and any other format reproducing or capturing any of the  
14 Protected Material. Whether the Protected Material is returned or destroyed, the  
15 Receiving Party must submit a written certification to the Producing Party (and, if  
16 not the same person or entity, to the Designating Party) by the 60 day deadline that:  
17 (1) identifies (by category, where appropriate) all the Protected Material that was  
18 returned or destroyed, and (2) affirms that the Receiving Party has not retained any  
19 copies, abstracts, compilations, summaries or any other format reproducing or  
20 capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
21 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
22 and hearing transcripts, legal memoranda, correspondence, deposition and trial  
23 exhibits, expert reports, attorney work product, and consultant and expert work  
24 product, even if such materials contain Protected Material. Any such archival copies  
25 that contain or constitute Protected Material remain subject to this Protective Order  
26 as set forth in Section 4 (DURATION).

27       14. Any willful or grossly negligent violation of this Order may be punished  
28 by civil or criminal contempt proceedings, financial or evidentiary sanctions,

1 reference to disciplinary authorities, or other appropriate action at the discretion of  
2 the Court.

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

4  
5 DATED: March 8, 2016

QUINTILONE & ASSOCIATES

7 By: /s/ Alvin B. Lindsay  
8 Richard E. Quintilone II  
Alvin B. Lindsay

9 Attorneys for Plaintiffs JACQUELINE  
10 RODRIGUEZ and SHAWN SANGELADJI

11 DATED: March 8, 2016

OGLETREE, DEAKINS, NASH, SMOAK &  
12 STEWART, P.C.

13 By: /s/ Ryan H. Crosner  
Elizabeth A. Falcone  
14 Ryan H. Crosner

15 Attorneys for Defendant  
BANNER BANK, successor in interest to  
16 AMERICANWEST BANK

17  
18 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

19  
20 DATED: March 9, 2016

21   
HON. MICHAEL R. WILNER  
22 UNITED STATES MAGISTRATE JUDGE

23  
24  
25  
26  
27  
28



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of

5 \_\_\_\_\_  
6 [print or type full address], declare under penalty of perjury that I have read in its  
7 entirety and understand the Stipulated Protective Order that was issued by the United  
8 States District Court for the Central District of California on \_\_\_\_\_, 2016,  
9 in the case of *Jacqueline Rodriguez, et al. v. AmericanWest Bank, et al.*, Case  
10 No. 2:15-cv-05831-MRW. I agree to comply with and to be bound by all the terms of  
11 this Stipulated Protective Order and I understand and acknowledge that failure to so  
12 comply could expose me to sanctions and punishment in the nature of contempt. I  
13 solemnly promise that I will not disclose in any manner any information or item that  
14 is subject to this Stipulated Protective Order to any person or entity except in strict  
15 compliance with the provisions of this Order.

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

24  
25 Date: \_\_\_\_\_

26 City and State where signed: \_\_\_\_\_

27 Printed name: \_\_\_\_\_

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