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NOTE: CHANGES MADE BY THE COURT

8
 9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

11 **MANAN BHATT and MARY**
 12 **BLASCO**, on behalf of themselves
 13 and all others similarly situated,

14 Plaintiffs,

15 v.

16 **MERCEDES-BENZ USA, LLC, and**
 17 **DAIMLER AG,**

18 Defendant.

Case No. 16-3171-TJH-RAO

**STIPULATED PROTECTIVE
 ORDER¹**

Hon. Terry J. Hatter, Jr.
 Magistrate Judge Rozella A. Oliver

27 _____
 28 ¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver’s Procedures.

1 STIPULATION FOR ENTRY OF PROTECTIVE ORDER

2 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs
3 Manan Bhatt and Mary Blasco and Defendant Mercedes-Benz USA, LLC
4 (collectively referred to hereinafter as the “Parties”), that pursuant to Rule 26(c) of
5 the Federal Rules of Civil Procedure and the Local Rules of this Court, all
6 documents and any other proprietary, trade secret, and/or confidential information,
7 designated as “Confidential” shall be subject to the terms of this Stipulated
8 Protective Order (“Order”) as set forth below.

9 A. PURPOSES AND LIMITATIONS

10 Discovery in this action is likely to involve production of confidential,
11 proprietary or private information for which special protection from public
12 disclosure and from use for any purpose other than prosecuting this litigation may
13 be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to
14 enter the following Order. The Parties acknowledge that this Order does not confer
15 blanket protections on all disclosures or responses to discovery, and that the
16 protection it affords from public disclosure and use extends only to the limited
17 information or items that are entitled to confidential treatment under the applicable
18 legal principles.

19 B. GOOD CAUSE STATEMENT

20 This Action is likely to involve trade secrets, customer and pricing lists and
21 other valuable research, development, commercial, financial, technical and/or
22 proprietary information for which special protection from public disclosure and
23 from use for any purpose other than prosecution of this Action is warranted. Such
24 confidential and proprietary materials and information consist of, among other
25 things, confidential business or financial information, information regarding
26 confidential business practices, or other confidential research, development, or
27 commercial information (including information implicating privacy rights of third
28 parties), information otherwise generally unavailable to the public, or which may be

1 privileged or otherwise protected from disclosure under state or federal statutes,
2 court rules, case decisions, or common law. Accordingly, to expedite the flow of
3 information, to facilitate the prompt resolution of disputes over confidentiality of
4 discovery materials, to adequately protect information the Parties are entitled to
5 keep confidential, to ensure that the Parties are permitted reasonable necessary uses
6 of such material in preparation for and in the conduct of trial, to address their
7 handling at the end of the litigation, and to serve the ends of justice, a protective
8 order for such information is justified in this Action. It is the intent of the Parties
9 that information will not be designated as confidential for tactical reasons and that
10 nothing be so designated without a good faith belief that it has been maintained in a
11 confidential, non-public manner, and there is good cause why it should not be part
12 of the public record of this case.

13 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER
14 SEAL

15 The Parties further acknowledge, as set forth in Section 11.3, below, that this
16 Order does not entitle them to file confidential information under seal; Local Civil
17 Rule 79-5 sets forth the procedures that must be followed and the standards that
18 will be applied when a Party seeks permission from the Court to file material under
19 seal.

20 There is a strong presumption that the public has a right of access to judicial
21 proceedings and records in civil cases. In connection with non-dispositive motions,
22 good cause must be shown to support a filing under seal. See *Kamakana v. City*
23 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
24 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
25 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
26 orders require good cause showing), and a specific showing of good cause or
27 compelling reasons with proper evidentiary support and legal justification, must be
28 made with respect to Protected Material that a party seeks to file under seal. The

1 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
2 does not— without the submission of competent evidence by declaration,
3 establishing that the material sought to be filed under seal qualifies as confidential,
4 privileged, or otherwise protectable—constitute good cause.

5 Further, if a party requests sealing related to a dispositive motion or trial, then
6 compelling reasons, not only good cause, for the sealing must be shown, and the
7 relief sought shall be narrowly tailored to serve the specific interest to be protected.
8 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
9 each item or type of information, document, or thing sought to be filed or introduced
10 under seal in connection with a dispositive motion or trial, the party seeking
11 protection must articulate compelling reasons, supported by specific facts and legal
12 justification, for the requested sealing order. Again, competent evidence supporting
13 the application to file documents under seal must be provided by declaration.

14 Any document that is not confidential, privileged, or otherwise protectable in
15 its entirety will not be filed under seal if the confidential portions can be redacted.
16 If documents can be redacted, then a redacted version for public viewing, omitting
17 only the confidential, privileged, or otherwise protectable portions of the document,
18 shall be filed. Any application that seeks to file documents under seal in their
19 entirety should include an explanation of why redaction is not feasible.

20 1. DEFINITIONS

21 1.1 Action: the above-referenced matter, *Manan Bhatt et al. v. Mercedes-*
22 *Benz USA, LLC, and Daimler AG*, Case No. 2:16-cv-3171-TJH-RAOx, pending in
23 the United States District Court for the Central District of California.

24 1.2 Challenging Party: a Party or Non-Party that challenges the
25 designation of information or items under this Order.

26 1.3 "CONFIDENTIAL" Information or Items: information (regardless of
27 how it is generated, stored or maintained) or tangible things that qualify for
28

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
2 the Good Cause Statement.

3 1.4 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 1.5 Designating Party: a Party or Non-Party that designates Disclosure or
6 Discovery Material as “Confidential.”

7 1.6 Disclosure or Discovery Material: all items or information, regardless
8 of the medium or manner in which it is generated, stored, or maintained (including,
9 among other things, testimony, transcripts, and tangible things), that are produced
10 or generated in disclosures or responses to discovery in this matter.

11 1.7 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as
13 an expert witness or as a consultant in this Action or a Related Action.

14 1.8 House Counsel: attorneys who are employees of a Party. House
15 Counsel does not include Outside Counsel of Record or any other outside counsel.

16 1.9 Non-Party: any natural person, partnership, corporation, association or
17 other legal entity not named as a Party to this Action.

18 1.10 Outside Counsel of Record: attorneys who are not employees of a
19 Party but are retained to represent or advise a Party and have appeared in this
20 Action on behalf of that Party or are affiliated with a law firm that has appeared on
21 behalf of that Party, and includes support staff.

22 1.11 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Counsel.

24 1.12 Producing Party: a Party or Non-Party that produces Disclosure or
25 Discovery Material in this Action.

26 1.13 Professional Vendors: persons or entities that provide litigation
27 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
28

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

3 1.14 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL”.

5 1.15 Receiving Party: a Party that receives Disclosure or Discovery
6 Material from a Producing Party.

7 1.16 Related Actions: *Sunil Amin, et al. v. Mercedes-Benz USA, LLC, and*
8 *Daimler AG*, Case No. 1:17-cv-01701-AT, pending in the United States District
9 Court for the Northern District of Georgia, *Gary Arakelian v. Mercedes-Benz USA,*
10 *LLC*, Case No. 2:17-cv-06240-TJH-RAO, pending in the United States District
11 Court for the Central District of California, and any other action the Parties may
12 later agree is a Related Action.

13 2. SCOPE

14 The protections conferred by this Order cover not only Protected Material (as
15 defined above), but also (1) any information copied or extracted from Protected
16 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
17 and (3) any testimony, conversations, or presentations by Parties or their Counsel
18 that might reveal Protected Material.

19 Any use of Protected Material at trial shall be governed by the orders of the
20 trial judge.

21 3. DURATION

22 3.1 Once a case proceeds to trial, information that was designated as
23 CONFIDENTIAL or maintained pursuant to this protective order and used or
24 introduced as an exhibit at trial becomes public and will be presumptively available
25 to all members of the public, including the press, unless compelling reasons
26 supported by specific factual findings to proceed otherwise are made to the trial
27 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing
28 “good cause” showing for sealing documents produced in discovery from

1 “compelling reasons” standard when merits-related documents are part of court
2 record). Accordingly, the terms of this protective order do not extend beyond the
3 commencement of trial for information that was designated as “CONFIDENTIAL,”
4 or otherwise maintained pursuant to this protective order, and used or introduced as
5 an exhibit at trial.

6 3.2 STRICKEN BY MAGISTRATE JUDGE OLIVER

7 3.3 If this Action proceeds to trial, then the Parties shall meet-and-confer
8 in accordance with Local Rule 16-2 and file either a joint stipulation or separate
9 motions for the entry of a Stipulated Protective Order governing the use of
10 Protected Material at trial and following the termination of this Action. The Parties
11 shall file their stipulation or separate motions at the same time that they file their
12 Local Rule 16-7 Final Pretrial Conference Order.

13 4. DESIGNATING PROTECTED MATERIAL

14 4.1 Exercise of Restraint and Care in Designating Material for Protection.

15 Any Producing Party may designate as Protected Material any document, material,
16 item, testimony, or information that it believes in good faith contains or consists of
17 nonpublic information that would reasonably be subject to protection under Rule
18 26(c) of the Federal Rules of Civil Procedure. Each Party or Non-Party that
19 designates information or items for protection under this Order must take care to
20 limit any such designation to specific material that qualifies under the appropriate
21 standards. The Designating Party must – to the extent practicable – designate for
22 protection only those parts of material, documents, items or oral or written
23 communications that qualify so that other portions of the material, documents,
24 items or communications for which protection is not warranted are not swept
25 unjustifiably within the ambit of this Order.

26 Mass, indiscriminate or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
28 purpose (e.g., to unnecessarily encumber the case development process or to

1 impose unnecessary expenses and burdens on other parties) may expose the
2 Designating Party 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, the Designating Party must
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6 4.2 Manner and Timing of Designations. Except as otherwise provided in
7 this Order (see, e.g., second paragraph of section 4.2(a) below), or as otherwise
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

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

20 A Party or Non-Party that makes original documents available for inspection
21 need not designate them for protection until after the inspecting Party has indicated
22 which documents it would like copied and produced. During the inspection and
23 before the designation, all of the material made available for inspection shall be
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the
25 documents it wants copied and produced, the Producing Party must determine
26 which documents, or portions thereof, qualify for protection under this Order.
27 Then, before producing the specified documents, the Producing Party must affix a
28 "CONFIDENTIAL" legend to each page that contains Protected Material. If only a

1 portion of the material on a page qualifies for protection, the Producing Party – to
2 the extent practicable – also must clearly identify the protected portion(s) (e.g., by
3 making appropriate markings in the margins). Confidential information contained
4 in hard-copy documents not selected for copying may not be disclosed.

5 (b) for deposition testimony, the Parties may designate such
6 portions of deposition testimony as Protected Material by advising the court
7 reporter and/or videographer on the record at the time such testimony is given or
8 within 15 days after receipt of the transcript of the deposition by notifying opposing
9 counsel in writing of the page and line numbers of the testimony deemed Protected
10 Material. Every deposition shall be treated as Protected Material for a period of 30
11 days after receipt of the transcript by all Counsel. Whenever Protected Material is
12 to be discussed or disclosed in a deposition, either Party may exclude from the
13 room during such testimony any person who is not authorized to receive such
14 information under this Order.

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

21 4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
22 failure to designate qualified information or items does not, standing alone, waive
23 the Designating Party’s right to secure protection under this Order for such
24 material. Upon timely correction of a designation, the Receiving Party must make
25 reasonable efforts to assure that the material is treated in accordance with the
26 provisions of this Order.

27 4.4 Any person may designate as Protected Material any Disclosure or
28 Discovery Material that have previously been produced or disclosed without such

1 designation by the Producing Party, within 15 days of production of such
2 Disclosure or Discovery Material, by producing to all Parties copies of the
3 Disclosure or Discovery Material with a “CONFIDENTIAL” legend.

4 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 5.1 Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court’s
7 Scheduling Order.

8 5.2 Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process under Local Rule 37.1 et seq.

10 5.3 Meet and Confer. Within 14 calendar days of the Challenging Party’s
11 notice of challenge, the Parties shall meet and confer in good faith in an effort to
12 resolve the issue. If the Parties are unable to resolve their differences regarding any
13 Protected Material designation, the burden shall be on the Designating Party to file
14 and serve a motion within 21 days of the initial notice of challenge or within 14
15 days of the Parties agreeing that the meet and confer process will not resolve their
16 dispute, whichever is later.

17 5.4 The burden of persuasion in any such challenge proceeding shall be on
18 the Designating Party. Frivolous challenges, and those made for an improper
19 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
20 Parties) may expose the Challenging Party to sanctions. Unless the Designating
21 Party has waived or withdrawn the confidentiality designation, all Parties shall
22 continue to afford the material in question the level of protection to which it is
23 entitled under the Producing Party’s designation until the Court rules on the
24 challenge.

25 6. ACCESS TO AND USE OF PROTECTED MATERIAL

26 6.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or Non-Party in connection with this Action
28 only for prosecuting, defending, or attempting to settle this Action or a Related

1 Action. Such Protected Material may be disclosed or revealed only to the
2 categories of persons and under the conditions described in this Order. When the
3 Action has been terminated, a Receiving Party must comply with the provisions of
4 section 12 below (FINAL DISPOSITION).

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

8 6.2 Disclosure of Protected Material Designated as “CONFIDENTIAL”.

9 Unless otherwise ordered by the Court or permitted in writing by the Designating
10 Party, a Receiving Party may disclose any information or item designated as
11 “CONFIDENTIAL” only to:

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

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

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

20 (d) the Court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and
23 Professional Vendors to whom disclosure is reasonably necessary and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

27 (h) during their depositions, witnesses, and attorneys for witnesses,
28 to whom disclosure is reasonably necessary provided the witness sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A). Pages of transcribed
2 deposition testimony or exhibits to depositions that reveal Protected Material may
3 be separately bound by the court reporter and may not be disclosed to anyone
4 except as permitted under this Order; and

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

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

10 If a Party is served with a subpoena or a court order issued in other litigation
11 that compels disclosure of any Protected Material, that Party must:

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

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

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

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

28

1 8. 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 by a
4 Non-Party in this Action and designated as Protected Material. Such information
5 produced by Non-Parties in connection with this Action is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

28 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

11 Any disclosure of information protected by the attorney-client privilege, the
12 work product doctrine, or any other recognized privilege or protection is governed
13 by the provisions of the Order Regarding Production of Electronically Stored
14 Information and Paper Documents (“ESI Protocol”) executed by the Parties in this
15 Action.

16 11. MISCELLANEOUS

17 11.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

19 11.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Order, no Party waives any right it otherwise would have to object to disclosing or
21 producing any information or item on any ground not addressed in this Order.
22 Similarly, no Party waives any right to object on any ground to use in evidence any
23 of the material covered by this Order.

24 11.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Local Civil Rule 79-5. Protected Material
26 may only be filed under seal pursuant to a court order authorizing the sealing of the
27 specific Protected Material at issue. If a Party’s request to file Protected Material
28

1 under seal is denied by the Court, then the Receiving Party may file the information
2 in the public record unless otherwise instructed by the Court.

3 12. FINAL DISPOSITION

4 After the entry of a final non-appealable order, judgment, or settlement with
5 respect to the claims in this Action or Related Action (whichever is later), and
6 within 60 days of a written request by the Designating Party, each Receiving Party
7 must return all Protected Material to the Producing Party or destroy such material.
8 As used in this subdivision, “all Protected Material” includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of the
10 Protected Material. Whether the Protected Material is returned or destroyed, the
11 Receiving Party must submit a written certification to the Producing Party (and, if
12 not the same person or entity, to the Designating Party) by the 60 day deadline that
13 (1) identifies (by category, where appropriate) all the Protected Material that was
14 returned or destroyed and (2) affirms that the Receiving Party has not retained any
15 copies, abstracts, compilations, summaries or any other format reproducing or
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel
17 are entitled to retain an archival copy of all pleadings, motion papers, trial,
18 deposition and trial exhibits, expert reports, attorney work product, and consultant
19 and expert work product, even if such materials contain Protected Material. Any
20 such archival copies that contain or constitute Protected Material remain subject to
21 this Protective Order as set forth in Paragraph 3 (DURATION).

22 13. VIOLATION

23 Any violation of this Order may be punished by appropriate measures
24 including, without limitation, contempt proceedings and/or monetary sanctions.

25 ///

26 IT IS SO STIPULATED.

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],
5 declare under penalty of perjury that I have read in entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for
7 the Central District of California on [date] in the case of *Manan Bhatt et al. v.*
8 *Mercedes-Benz USA, LLC and Daimler AG*, No. 2:16-cv-3171-TJH-RAOx. I agree
9 to comply with and to be bound by all the terms of this Stipulated Protective Order
10 and I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will
12 not disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order. I further agree to submit to the jurisdiction of the United
15 States District Court for the Central District of California for enforcing the terms of
16 this Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or
18 type full name] of _____
19 [print or type full address and telephone number] as my California agent for service
20 of process in connection with this action or any proceedings related to enforcement
21 of this Stipulated Protective Order.

22
23 Date: _____

24
25 City and State where sworn and signed: _____

26
27 Printed name: _____

28 Signature: _____