

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION  
3

4 BARRY BRAVERMAN, HAKOP  
5 DEMIRCHYAN, JOEL GREEN, CHEVAY  
6 JONES, DR. GLYNDA ROBERSON, EDO  
7 TSOAR, PETER WEINSTEIN, THOMAS  
8 MUNK, PETER BERNARD, LAWRENCE  
9 CURCIO, NAVEEN PARMESHWAR, ADEEL  
10 SIDDQUI, CHARLES OLSEN, ROBERT  
11 DESATNIK, ERIC WONDERLY, JOHN  
12 LINGSWEILER, STEVE RIDGES, AND  
13 BRANDON REDMOND,

14 Plaintiffs,

15 vs.

16 BMW OF NORTH AMERICA, LLC, a  
17 Delaware Limited Liability Company,  
18 and BMW AG, a corporation organized  
19 under the laws of Germany,

20 Defendants.

Case No. 8:16-cv-00966-BRO (SSx)

Hon. Beverly Reid O'Connell

**STIPULATED PROTECTIVE ORDER**

21 1. A. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,  
23 proprietary, or private information for which special protection from public  
24 disclosure and from use for any purpose other than prosecuting this litigation may  
25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
26 enter the following Stipulated Protective Order. The parties acknowledge that this  
27 Order does not confer blanket protections on all disclosures or responses to  
28 discovery and that the protection it affords from public disclosure and use extends  
only to the limited information or items that are entitled to confidential treatment  
under the applicable legal principles. The parties further acknowledge, as set forth in  
Section 12.3 below, that this Stipulated Protective Order does not entitle them to file  
confidential information under seal; Civil Local Rule 79-5 sets forth the procedures

1 that must be followed and the standards that will be applied when a party seeks  
2 permission from the court to file material under seal.

3 B. GOOD CAUSE STATEMENT

4 This action is likely to involve trade secrets, customer and pricing lists and  
5 other valuable research, development, commercial, financial, technical and/or  
6 proprietary information for which special protection from public disclosure and  
7 from use for any purpose other than prosecution of this action is warranted. Such  
8 confidential and proprietary materials and information consist of, among other  
9 things, confidential business or financial information, information regarding  
10 confidential business practices, or other confidential research, development, or  
11 commercial information (including information implicating privacy rights of third  
12 parties), information otherwise generally unavailable to the public, or which may be  
13 privileged or otherwise protected from disclosure under state or federal statutes,  
14 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
15 information, to facilitate the prompt resolution of disputes over confidentiality of  
16 discovery materials, to adequately protect information the parties are entitled to keep  
17 confidential, to ensure that the parties are permitted reasonable necessary uses of  
18 such material in preparation for and in the conduct of trial, to address their handling  
19 at the end of the litigation, and serve the ends of justice, a protective order for such  
20 information is justified in this matter. It is the intent of the parties that information  
21 will not be designated as confidential for tactical reasons and that nothing be so  
22 designated without a good faith belief that it has been maintained in a confidential,  
23 non-public manner, and there is good cause why it should not be part of the public  
24 record of this case.

25 2. DEFINITIONS

26 2.1 Action: this pending federal law suit, captioned *Rollolazo et al. v. BMW*  
27 *of North America, et al.* (Case No. 2:16-CV-00966-BRO-SSX).  
28

1 //

2       2.2 Challenging Party: a Party or Non-Party that challenges the designation  
3 of information or items under this Order.

4       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
5 how it is generated, stored or maintained) or tangible things that qualify for  
6 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
7 the Good Cause Statement.

8       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
9 their respective support staff).

10       2.5 Designating Party: a Party or Non-Party that designates information or  
11 items that it produces in disclosures or in responses to discovery as  
12 “CONFIDENTIAL.”

13       2.6 Disclosure or Discovery Material: all items or information, regardless  
14 of the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced or  
16 generated in disclosures or responses to discovery in this matter.

17       2.7 Expert: a person with specialized knowledge or experience in a matter  
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
19 an expert witness or as a consultant in this Action.

20       2.8 House Counsel: attorneys who are employees of a party to this Action.  
21 House Counsel does not include Outside Counsel of Record or any other outside  
22 counsel.

23       2.9 Non-Party: any natural person, partnership, corporation, association, or  
24 other legal entity not named as a Party to this action.

25       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
26 to this Action but are retained to represent or advise a party to this Action and have  
27 appeared in this Action on behalf of that party or are affiliated with a law firm which  
28

1 has appeared on behalf of that party, and includes support staff.

2       2.11 Party: any party to this Action, including all of its officers, directors,  
3 employees, consultants, retained experts, and Outside Counsel of Record (and their  
4 support staffs).

5       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
6 Discovery Material in this Action.

7       2.13 Professional Vendors: persons or entities that provide litigation support  
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
10 and their employees and subcontractors.

11       2.14 Protected Material: any Disclosure or Discovery Material that is  
12 designated as “CONFIDENTIAL.”

13       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
14 from a Producing Party.

### 15 3. SCOPE

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

### 23 4. DURATION

24       Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Order shall remain in effect until a Designating Party agrees  
26 otherwise in writing or a court order otherwise directs. Final disposition shall be  
27 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
28

1 or without prejudice; and (2) final judgment herein after the completion and  
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
3 including the time limits for filing any motions or applications for extension of time  
4 pursuant to applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

22 5.2 Manner and Timing of Designations. Except as otherwise provided in  
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
25 under this Order must be clearly so designated before the material is disclosed or  
26 produced.

27 Designation in conformity with this Order requires:  
28

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

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

20 (b) for testimony given in depositions that the Designating Party  
21 identify the Disclosure or Discovery Material on the record, before the close of the  
22 deposition all protected testimony, where practicable, but in no event any later than  
23 30 days after the transcript containing Protected Material is provided to the  
24 Producing Party. During this 30 day period, the transcript in its entirety will be  
25 treated as being designated as “CONFIDENTIAL.”

26 (c) for information produced in some form other than documentary  
27 and for any other tangible items, that the Producing Party affix in a prominent place  
28

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

5       5.3 Inadvertent Failures to Designate. If corrected not more than six (6)  
6 months after production, an inadvertent failure to designate qualified information or  
7 items does not, standing alone, waive the Designating Party’s right to secure  
8 protection under this Order for such material. Upon timely correction of a  
9 designation, the Receiving Party must make reasonable efforts to assure that the  
10 material is treated in accordance with the provisions of this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court’s  
14 Scheduling Order.

15       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process under Local Rule 37.1 *et seq.*

17       6.3 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 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
27 disclosed or produced by another Party or by a Non-Party in connection with this  
28

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  
19 whom 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, as needed for the conduct of the  
22 Action;

23 (e) court reporters and their staff, as needed for the conduct of the  
24 Action;

25 (f) professional jury or trial consultants, mock jurors, and  
26 Professional Vendors to whom disclosure is reasonably necessary for this Action  
27 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
28



1 A);

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

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

13 (i) any mediator or settlement officer, and their supporting  
14 personnel, mutually agreed upon by any of the parties engaged in settlement  
15 discussions.

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
17 IN OTHER LITIGATION

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

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

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

27  
28

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

3 If the Designating Party timely seeks a protective order, the Party served with  
4 the subpoena or court order shall not produce any information designated in this  
5 action as “CONFIDENTIAL” before a determination by the court from which the  
6 subpoena or order issued, unless the Party has obtained the Designating Party’s  
7 permission. The Designating Party shall bear the burden and expense of seeking  
8 protection in that court of its confidential material and nothing in these provisions  
9 should be construed as authorizing or encouraging a Receiving Party in this Action  
10 to disobey a lawful directive from another court.

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

13 (a) The terms of this Order are applicable to information produced  
14 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
15 information produced by Non-Parties in connection with this litigation is protected  
16 by the remedies and relief provided by this Order. Nothing in these provisions  
17 should be construed as prohibiting a Non-Party from seeking additional protections.

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

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

25 (2) promptly provide the Non-Party with a copy of the  
26 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
27 reasonably specific description of the information requested; and  
28

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

3 (c) If the Non-Party fails to seek a protective order from this court  
4 within 14 days of receiving the notice and accompanying information, the  
5 Receiving Party may produce the Non-Party's confidential information responsive  
6 to the discovery request. If the Non-Party timely seeks a protective order, the  
7 Receiving Party shall not produce any information in its possession or control that  
8 is subject to the confidentiality agreement with the Non-Party before a  
9 determination by the court. Absent a court order to the contrary, the Non-Party shall  
10 bear the burden and expense of seeking protection in this court of its Protected  
11 Material.

12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
14 Protected Material to any person or in any circumstance not authorized under this  
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
16 writing the Designating Party of the unauthorized disclosures, (b) use its best  
17 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
18 person or persons to whom unauthorized disclosures were made of all the terms of  
19 this Order, and (d) request such person or persons to execute the "Acknowledgment  
20 and Agreement to Be Bound" that is attached hereto as Exhibit A.

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain  
24 inadvertently produced material is subject to a claim of privilege or other  
25 protection, the obligations of the Receiving Parties are those set forth in Federal  
26 Rule of Civil Procedure 26(b)(5)(B), except as modified by this Order.

27 Recognizing that despite reasonable efforts, inadvertent disclosures of  
28

1 privileged or confidential material may occur, particularly when large volumes of  
2 electronically stored information are involved, the parties and Court agree to apply  
3 the provisions of Federal Rule of Evidence 502(d), as expanded by this Order, if  
4 information subject to a claim of attorney-client privilege, work product protection,  
5 or any other privilege or immunity is inadvertently produced, such production shall  
6 in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim  
7 of privilege, work product protection or other ground for withholding production to  
8 which any Producing Party would otherwise be entitled in this or any other action.  
9 Specifically, no waiver of the attorney-client privilege, attorney work product  
10 protection or immunity or any other doctrine protecting the confidentiality of  
11 information shall have occurred where the production of the privileged, protected or  
12 immune information was inadvertent, and after such disclosure, the Producing Party  
13 took reasonable steps to rectify the error, as required by Federal Rule of Evidence  
14 502 (information meeting these requirements shall be referred to herein as  
15 “Inadvertently Disclosed Material”). The parties stipulate and the Court orders that  
16 any Inadvertently Disclosed Material disclosed in connection with the instant  
17 proceeding and pursuant to this Order shall not constitute a waiver of any privilege,  
18 protection, or immunity, which would otherwise exist but for the inadvertent  
19 disclosure, for purposes of the instant litigation or any other state, federal, or  
20 administrative proceeding. Subject to the provisions of Federal Rule of Evidence  
21 502(d), any Inadvertently Disclosed Material shall be returned promptly to the  
22 Producing Party upon request and all copies destroyed.

23 This provision is not intended to modify whatever procedure may be  
24 established in an e-discovery order that provides for production without prior  
25 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as  
26 the parties reach an agreement on the effect of disclosure of a communication or  
27 information covered by the attorney-client privilege or work product protection, the  
28

1 parties may incorporate their agreement in the stipulated protective Order submitted  
2 to the court.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
13 only be filed under seal pursuant to a court order authorizing the sealing of the  
14 specific Protected Material at issue. If a Party's request to file Protected Material  
15 under seal is denied by the court, then the Receiving Party may file the information  
16 in the public record unless otherwise instructed by the court.

17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 4, within 60  
19 days of a written request by the Designating Party, each Receiving Party must  
20 return all Protected Material to the Producing Party or destroy such material. As  
21 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
22 compilations, summaries, and any other format reproducing or capturing any of the  
23 Protected Material. Regardless whether the Protected Material is returned or  
24 destroyed, the Receiving Party must submit a written certification to the Producing  
25 Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
26 deadline that (1) identifies (by category, where appropriate) all the Protected  
27 Material that was returned or destroyed and (2) affirms that the Receiving Party has  
28

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

9 //

10 //

11 //

12 //

13 14. Any violation of this Order may be punished by any and all appropriate  
14 measures including, without limitation, contempt proceedings and/or monetary  
15 sanctions.

16  
17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

18  
19 DATED: October 17, 2017

LEWIS BRISBOIS BISGAARD & SMITH LLP

20 By:           /s/ Eric Kizirian          

21 Eric Y. Kizirian

22 *Attorneys for Defendant, BMW of North  
23 America, LLC*

24 DATED: October 17, 2017

HAGENS BERMAN SOBOL SHAPIRO LLP

25 By:           /s/ Jessica Thompson

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

---

Steve W. Berman (*pro hac vice*)  
Thomas E. Loeser  
Jessica Thompson (*pro hac vice*)  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1918 Eighth Avenue, Suite 3300  
Seattle, WA 98101  
*Interim Lead Counsel for Plaintiffs and the  
Proposed Class*

Benjamin F. Johns (*pro hac vice*)  
Andrew W. Ferich (*pro hac vice*)  
CHIMICLES & TIKELLIS LLP  
361 West Lancaster Avenue  
Haverford, PA 19041  
*Plaintiffs' Executive Committee*

Jonathan A. Michaels  
MLG AUTOMOTIVE LAW APLC  
2801 West Cost Highway, Suite 370  
Newport, CA 92663  
*Plaintiffs' Executive Committee*

Hovanes Margarian  
THE MARGARIAN LAW FIRM  
801 N. Brand Blvd., Suite 210  
Glendale, CA 91203  
*Additonal Class Counsel*

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: October 18, 2017

\_\_\_\_\_  
*/s/*  
Honorable Suzanne H. Segal  
United States Magistrate Judge  
Central District of California

1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of [print or type  
4 full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States  
6 District Court for the Central District of California on [date] in the case of *Rollolazo*  
7 *v. BMW of North America, LLC*, Case No. 2:16-cv-00966-BRO-SSx. I agree to  
8 comply with and to be bound by all the terms of this Stipulated Protective Order and  
9 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  
11 not 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.

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

22  
23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

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